

**UNITED STATES DISTRICT COURT
for the
MIDDLE DISTRICT OF PENNSYLVANIA**

COMMONWEALTH OF
PENNSYLVANIA,
PENNSYLVANIA GAME
COMMISSION

Plaintiff,

vs.

Civil Action No.:
1:12-CV-01567

Thomas E. Proctor Heirs Trust under :
Declaration of Trust dated :
October 28, 1980, which is recorded :
in Sullivan County in Book 1106, :
at page 879, its successors and assigns; :
Defendant. :

AMENDED COMPLAINT

NOW, this 18th day of July, 2013, comes the Plaintiff,

Commonwealth of Pennsylvania, Pennsylvania Game Commission, by and
through its counsel, and makes this Amended Complaint for Action to Quiet

Title against the above Defendant and makes the following allegations in support thereof:

THE PARTIES

1. Plaintiff is the Commonwealth of Pennsylvania, Pennsylvania Game Commission, (hereinafter, PGC) an independent Commonwealth administrative agency with its principal offices located at 2001 Elmerton Avenue, Harrisburg, PA 17110.

2. Defendant, its successors, assigns, is a Massachusetts Trust, and unknown persons claiming any right, lien, title or interest by, through or under them, or any of them, are natural persons, not known to be living or dead, and whose whereabouts are unknown to the Plaintiff. The Defendant is named in this litigation due to the fact that the trust believes and has asserted that it has an interest in the real property interests which are the subject of this action.

JURISDICTION

3. The plaintiff is an independent state commission of the Commonwealth of Pennsylvania existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 2001 Elmerton Avenue, Harrisburg, PA 17110. The Defendant is a Massachusetts trust, of which none of the beneficiaries are citizens of

Pennsylvania. The amount in controversy, without interest and costs, exceeds \$75,000.00, being the sum or value specified by 28 U.S.C. §1332.

APPLICABLE LAW

4. This is a complaint involving title to real property located in Davidson and Laporte Townships, Sullivan County, Pennsylvania, so the applicable substantive law is the real property law of the Commonwealth of Pennsylvania.

THE PREMISES

5. The property which is the subject of this dispute (the “Premises”) is approximately 2,481 acres, more or less in Davidson and Laporte Townships, Sullivan County, Pennsylvania.

6. The Premises are comprised of six warrants in the Warrantee names of Robert Irwin, Francis Nichols, John Brady, Thomas Hamilton, Charles Irwin and William Meylert (No. 2).

7. The Commonwealth of Pennsylvania acquired its ownership interest to the Premises under and by virtue of a certain deed by and between the Central Pennsylvania Lumber Company and the PGC, dated December 31, 1924 and recorded on June 6, 1925 in Sullivan County Deed Book 42, at page 538 which did except, however,

“from the operation of th[e] covenant of warranty, all liability of the Central Pennsylvania Lumber Company as to

any existing or outstanding mineral reservations.”

A true and correct copy of this deed, including a description of the property at issue in this case, is incorporated herein by reference as if fully set forth and marked Exhibit A.

8. The PGC designates the Premises as part of contract number L-44, and it is part of State Game Lands No. 13.

THE TITLES

9. Abstracts of titles of the Premises from the Land Office and into the Plaintiff and showing Defendant’s exception and reservation is attached hereto, incorporated herein by reference as if fully set forth and marked Exhibit B.

10. The PGC claims its interest in, *inter alia*, the coal, oil, gas or petroleum, and minerals, as well as the surface and surface support rights in and to the Premises by virtue of the deed recited in Paragraph 7 hereof.

11. The titles to the aforementioned L-44 contain the following conveyances:

a. A certain deed by and between Thomas E. Proctor and Emma H. Proctor, his wife, to Union Tanning Company, dated October 30, 1894 and recorded January 23, 1895 in Sullivan County Deed Book 24, at page 53, in which Thomas E. and Emma H. Proctor did,

“reserve and save to himself, his heirs and assigns all the minerals, coal, oil, gas or petroleum found in or under the surface of the land described in each of the above mentioned divisions.”

A true and correct copy of this document is incorporated herein by reference as if fully set forth and marked Exhibit C.

b. A quitclaim deed from O. B. Grant and Sarah M. Grant, his wife, dated September 17, 1897 and recorded June 13, 1898 in Sullivan County Deed Book 24, at page 790, to Emma H. Proctor, widow, James H. Proctor, Anne P. Rice, Emily W. Proctor, Thomas E. Proctor, heirs at law of Thomas E. Proctor, deceased, quitclaiming, *inter alia*,

“all the right, title, interest and estate acquired by the parties of the first part hereto under and by virtue of forty-two several treasurer’s Deeds from A. L. Smith, Treasurer of Sullivan County, Pennsylvania to O. B. Grant, dated September 21, 1896, of, in and to the minerals, coal, oil, gas or petroleum found on or under the surface of the lands described in said Treasurer’s deeds.”

A true and correct copy of this document is incorporated herein by reference as if fully set forth and marked Exhibit D.

12. After the reservation and conveyance to the Proctors mentioned in Paragraph 11, the Premises were unseated land sold by Sullivan County Treasurer, Frank H. Farrell to C.H. McCauley, Jr. at Treasurer’s sale dated June 8, 1908, as follows:

a. Charles Irwin Warrant Treasurer's Sale Book 1, Page 260, acknowledged December 16, 1908, referenced in Minute Book 7, page 242, Treasurer's Deed dated December 1, 1908;

b. William Meylert Warrant Treasurer's Sale Book 1, Page 261, acknowledged December 16, 1908, referenced in Minute Book 7, page 244, Treasurer's Deed dated December 1, 1908;

c. John Brady Warrant Treasurer's Sale Book 1, Page 259, acknowledged December 16, 1908, referenced in Minute Book 7, page 242, Treasurer's Deed dated December 1, 1908;

d. Thomas Hamilton Warrant Treasurer's Sale Book 1, Page 260, acknowledged December 16, 1908, referenced in Minute Book 7, page 242, Treasurer's Deed dated December 1, 1908;

e. Frances Nichols Warrant Treasurer's Sale Book 1, Page 261, acknowledged December 16, 1908, referenced in Minute Book 7, page 244, Treasurer's Deed dated December 1, 1908;

f. Robert Irwin Warrant Treasurer's Sale Book 1, Page 260, acknowledged December 16, 1908, referenced in Minute Book 7, page 242, Treasurer's Deed dated December 1, 1908.

13. C.H. McCauley, Jr. and Florence M. McCauley, his wife, by their deed dated December 6, 1910, and recorded in Sullivan County Deed

Book 36 at page 223, granted and conveyed the said Premises to Central Pennsylvania Lumber Company.

14. According to Affidavit of Ann P. Hochberg, Esq., recorded on December 9, 2009 to instrument number 20097573 in Bradford County, Pennsylvania, Thomas E. Proctor, Sr. (named in Paragraph 11) died on or about December 7, 1895, a resident of Boston Massachusetts. A true and correct copy of this Affidavit is hereby incorporated herein by reference, attached hereto and marked Exhibit E.

15. Thomas E. Proctor, Sr. was survived by his widow, Emma Howe Proctor and four children: James Howe Proctor, Anne Steele Proctor Rice, Emily Water Proctor Mandell and Thomas Emerson Proctor, Jr.

16. A close reading of the Affidavit, Exhibit E, sets out the chain of title for the Proctor family and indicates that ultimately, a majority of the heirs of Thomas E. Proctor, Sr., conveyed their allegedly owned mineral interests in Pennsylvania, which derived from Thomas E. Proctor, Sr. to the Thomas E. Proctor Heirs Trust under Declaration of Trust dated October 28, 1980, which is recorded in Sullivan County in Book 1106, at page 879. A true and correct copy of this Declaration of Trust is incorporated herein by reference, attached hereto and marked, Exhibit F.

17. At the time of the sales for unpaid taxes referenced in Paragraph 12, the Defendants did not have the oil, gas and mineral estates separately assessed.

18. At the time of the sale for unpaid taxes, the real property was unseated.

19. Pursuant to the principles espoused in *Hutchinson V. Kline*, 199 Pa. 564 (1901); *F.H. Rockwell & Co. v. Warren County*, 228 Pa. 430 (1910); and *Proctor v. Sagamore Big Game Club*, 155 F.Supp. 465 (W.D. Pa, 1958), a tax sale of the unseated land passed all title of the real estate fairly chargeable with the taxes and not separately assessed.

20. Various Acts of the General Assembly have ratified prior tax sales.

21. The PGC acquired its interests in the Premises from or through the purchasers at the tax sales.

22. The PGC acquired all interests in the Premises including, but not limited to, those rights allegedly severed previously, by the conveyance listed in Paragraph 7.

23. The existence of the documents set out in Paragraph 11 and 16 cause a cloud upon the title of the PGC.

24. The Defendant has made claims to ownership or has tried to convey rights, specifically with regard to oil and gas.

WHEREFORE, the PGC respectfully requests this Honorable Court to issue and order:

1. Pursuant to Pa.R.C.P. 1061(b)(2) against the Defendant and in favor of the PGC determining the rights of the Defendant to the oil and gas estate in, on and under the Premises consisting of approximately 2,481 acres, more or less in Davidson and Laporte Townships, Sullivan County, Pennsylvania, were divested by the tax sales listed above, pursuant to the case law cited above, and that the oil and gas estate is owned by the PGC free and clear of any right, title or interest of Defendant; or, in the alternative,

2. Pursuant to Pa.R.C.P. 1061(b)(3) against the Defendant to admit the invalidity of any right, title or interest Defendant, or any of them claim in the oil and gas estate in, on and under the Premises consisting of approximately 2,481 acres, more or less in Davidson and Laporte Townships, Sullivan County, Pennsylvania, most particularly admit the invalidity of any interest, right or claim pursuant to the Thomas E. Proctor Heirs Trust under Declaration of Trust dated October 28, 1980, which is

recorded in Sullivan County in Book 1106, at page 879; or in the alternative,

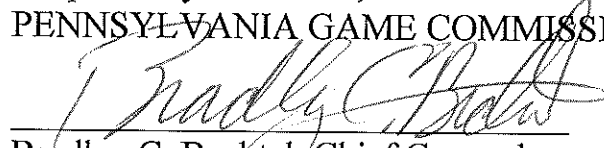
3. Pursuant to Pa.R.C.P. 1061(b)(4) to grant possession of the oil and gas estate in, on and under the Premises consisting of approximately 2,481 acres, more or less in Davidson and Laporte Townships, Sullivan County, Pennsylvania, which was sold at tax sales June 1, 1908, and for which various deeds were dated December 1, 1908, as set forth in the Amended Complaint, to the PGC; and

4. Such other relief as this Honorable Court may find just and reasonable.

DATE:

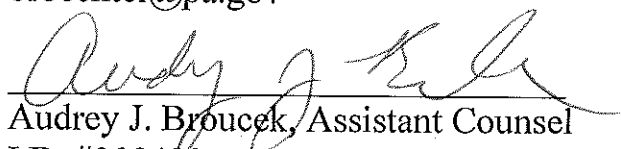
July 18, 2013

Respectfully submitted,
PENNSYLVANIA GAME COMMISSION


Bradley C. Bechtel, Chief Counsel
I.D. #49681
2001 Elmerton Avenue
Harrisburg, PA 17110-9797
FAX: (717)772-0502
(717)783-6530
brbechtel@pa.gov

DATE:

July 18, 2013


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(717)783-4250, ext. 3617
abroucek@pa.gov

CERTIFICATE OF SERVICE

I, Bradley C. Bechtel, Esquire, Chief Counsel of the Pennsylvania Game Commission, hereby certify I served a copy of the foregoing AMENDED COMPLAINT in accordance with F.R.C.P. 5 upon Plaintiffs by depositing same in the United States First Class Mail, on July 18, 2013, addressed as follows:

Rieders, Travis, Humphrey, Harris, Waters & Waffenschmidt
ATTN: Thomas Waffenschmidt, Esquire
Attorney for Defendant
161 W. Third Street, P.O. Box 215
Williamsport, PA 17703-0215

By: 
Bradley C. Bechtel, Chief Counsel

TABLE OF CONTENTS TO EXHIBITS

- Exhibit A A deed from Central Pennsylvania Lumber Company to the PGC, dated December 31, 1924 and recorded on June 6, 1925 in Sullivan County Deed Book 42 at page 538. (3 Pages.)
- Exhibit B Abstracts of titles of the Premises from the Land Office and into the Plaintiff and showing Defendant's exception and reservation. (3 Pages.)
- Exhibit C A deed from Thomas E. Proctor and Emma H. Proctor, his wife, to Union Tanning Company, dated October 30, 1894 and recorded January 23, 1895 in Sullivan County Deed Book 24, at page 53. (6 Pages.)
- Exhibit D A quitclaim deed from O. B. Grant and Sarah M. Grant, his wife, dated September 17, 1897 and recorded June 13, 1898 in Sullivan County Deed Book 24, at page 790, to Emma H. Proctor, widow, James H. Proctor, Anne P. Rice, Emily W. Proctor, Thomas E. Proctor, heirs at law of Thomas E. Proctor, deceased. (6 Pages.)
- Exhibit E Affidavit of Ann P. Hochberg, Esq., recorded on December 9, 2009 to instrument number 20097573 in Bradford County, Pennsylvania. (12 Pages.)

Exhibit F A Declaration of Trust dated October 28, 1980, recorded in
Sullivan County in Book 1106, at page 879. (11 Pages.)

EXHIBIT A

EXHIBIT A

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This Indenture, made the twentieth day of December in the year of our Lord one thousand eight hundred and thirty four between the Federal Pennsylvania Chamber of Commerce, created by and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Philadelphia, County of Philadelphia and State of Pennsylvania, party of the first part, and the Commonwealth of Pennsylvania, party of the second part:

Witnesseth: That the said party of the first part, for and in consideration of the sum of Sixteen thousand, two hundred, three and 27/100 Dollars (\$16,203.27) Dollars, lawful money of the United States of America, unto the well and truly paid by the said party of the second part, at as before the making and delivery of these presents, the receipt and receipt is hereby acknowledged, fully paid, bargained, sold, aliened, conveyed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, convey, release, convey, and confirm unto the said party of the second part, its assigns and assigns, forever.

All these two certain tracts of land situate, lying and being within the Counties of Davidson, County of Bell and that of Winchester except the tract surveyed on behalf of the names of Cornelius Kerr, which lies partly in said Township of Shiloh and partly in the townships of Cilly and said County and the several lands were originally surveyed on warrants and granted by the Commonwealth of Tennessee by patent to the grantee shown in the following schedule, to wit:

Warrantee.	Date of Warrant.	Patrolman.	Date of Release.	Period of Detention in Jail.
James Miller	Aug. 17, 1912	James B. Rhoads	Aug. 18, 1912	P. 45-49
Thomas Cross	"	"	"	P. 45-49
Frederick Stromman	"	"	"	P. 45-49
Robert Durin	Feb. 20, 1910	Samuel Woodworth	Mar. 16, 1911	H. 11-12
Francis Nichols	"	John Woodard	"	H. 11-12
John S. Brady	"	"	"	H. 11-12
Thomas Hamilton	"	"	"	H. 11-12
Charles Davis	"	"	"	H. 11-12
William Marlett	Feb. 16, 1910	"	Oct. 18, 1911	H. 11-12
Cornelius Kern	June 4, 1910	Harmon Channing, Jr.	Mar. 22, 1911	H. 11-12
			Oct. 21, 1911	H. 16-17

Which said tracts are contiguous and former ceded lands, bounded and described in part according to cession drafts made in 1924 and 1925 by the Board of Game Commissioners, from the original survey made for the Tennessee Lumber Company in the year 1893 as follows, to-wit:

Refining at 11 fathoms in the line of land, first for conveyed by the grantor herein to the grantor herein by deed dated March 15, 1909, of record in the Recorder's Office of Sullivan County in New York, Vol. 15, page 209, which said is in the line of the James Sampson survey and also of the Southbury survey of the Philip Hager survey and the Westbury survey of the Frederick Thompson survey; thence or thereabouts along the Southbury survey of the said Philip Hager and the Jacob Hager survey, N. 88° E. a distance of fifty-four (54) poles to a stone standing along the Southbury line of the Paul Batty survey, S. 88° E. three hundred thirty (330) poles to a stake, thence or thereabouts along a line of said Paul Batty survey, N. 88° E. one hundred sixty-two (162) poles to a post and stone at the Northwesterly corner of the Robert Davis survey; thence along the

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Jerome Jackson survey, T. 26 N. R. 12 E. Sec. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

The title to the said described tract of land having been vested in the Central
 Pennsylvania Lumber Company, the grantee herein, by virtue of the following deeds:
 1st. Deed from Thomas Lanning Company, dated May 26, 1905, of record in Adams
 County in Deed Book No. 27, page 115.
 2nd. Deed from the Central Pennsylvania Lumber Co. to Mr. Paul J. and wife, the one dated
 Dec. 1, 1905, of record in Adams County in Deed Book No. 27, page 223, the other dated Oct.
 9, 1907, of record in Adams County in Deed Book No. 28, page 118.
 3rd. Deed from the Central Pennsylvania Lumber Company, dated Feb. 26, 1908, of record in Adams
 County in Deed Book No. 28, page 118.
 Together with all and singular the improvements, surveys, matters, water courses,
 rights, portions, privileges, benefits, and of whatsoever nature and kind, to which the
 above conveyed property, and the same, and the same, and the same, and the same,
 profits thereof, and all the estate, right, title, interest, property, claims and demands
 in and to the said property, of the first part, and the same, and the same, and the same,

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of, and to the same, and every part thereof.

It is Heretofore Held, that the said devised tract of land with the hereditaments and premises hereby granted or mentioned, and intended as to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the use, pleasure and behoof of the said party of the second part, its successors and assigns forever.

The operations of this company are by the proper officers of the said Corporation being duly authorized by a resolution of the Board of Directors of the Central Pennsylvania Lumber Company, the Directors of said Company being specifically authorized and empowered to sell and convey any and all the real estate of said Corporation by a provision in the Charter of said Corporation.

And the said Central Pennsylvania Lumber Company doth hereby constitute and appoint J. G. Brownell to be its attorney, forth and in its name, and as such, for its execution and deed, to acknowledge this Deed, before any person having authority by the laws of the Commonwealth of Pennsylvania to take and acknowledge, to the intent that the same may be duly recorded.

And the said party of the first part, for itself, its successors and assigns, doth by these presents, covenant, grant, and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended as to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it, the said party of the first part, its successors and assigns, and against all and every other person or persons unknown, lawfully claiming or claiming the same or any part thereof, they, from time to time, shall and will defend and preserve as said.

Notwithstanding, however, from the operation of this covenant of warranty, all liability of the Central Pennsylvania Lumber Company to any existing or outstanding mineral reservation, as it may hereof, the said party of the first part doth hereby set its corporate seal, duly attested by its President and Secretary, this day and year first above written.

Attest:

M. B. Kimmel
Secretary

Witness
my hand
and seal

Approved
J. G. Brownell
J. G. Brownell
J. G. Brownell

Central Pennsylvania Lumber Company
By: J. G. Brownell
President
[Signature]

State of Pennsylvania
County of Allegheny

I hereby certify that on this 1st day of December, in the year of our Lord, one thousand nine hundred and twenty four, before me, a Notary Public, in and for said County, and State, personally appeared J. G. Brownell, the Attorney named in the foregoing Deed, and by notice and in pursuance of the authority therein conferred, he acknowledged the foregoing Deed to be the act and deed of the said Central Pennsylvania Lumber Company.

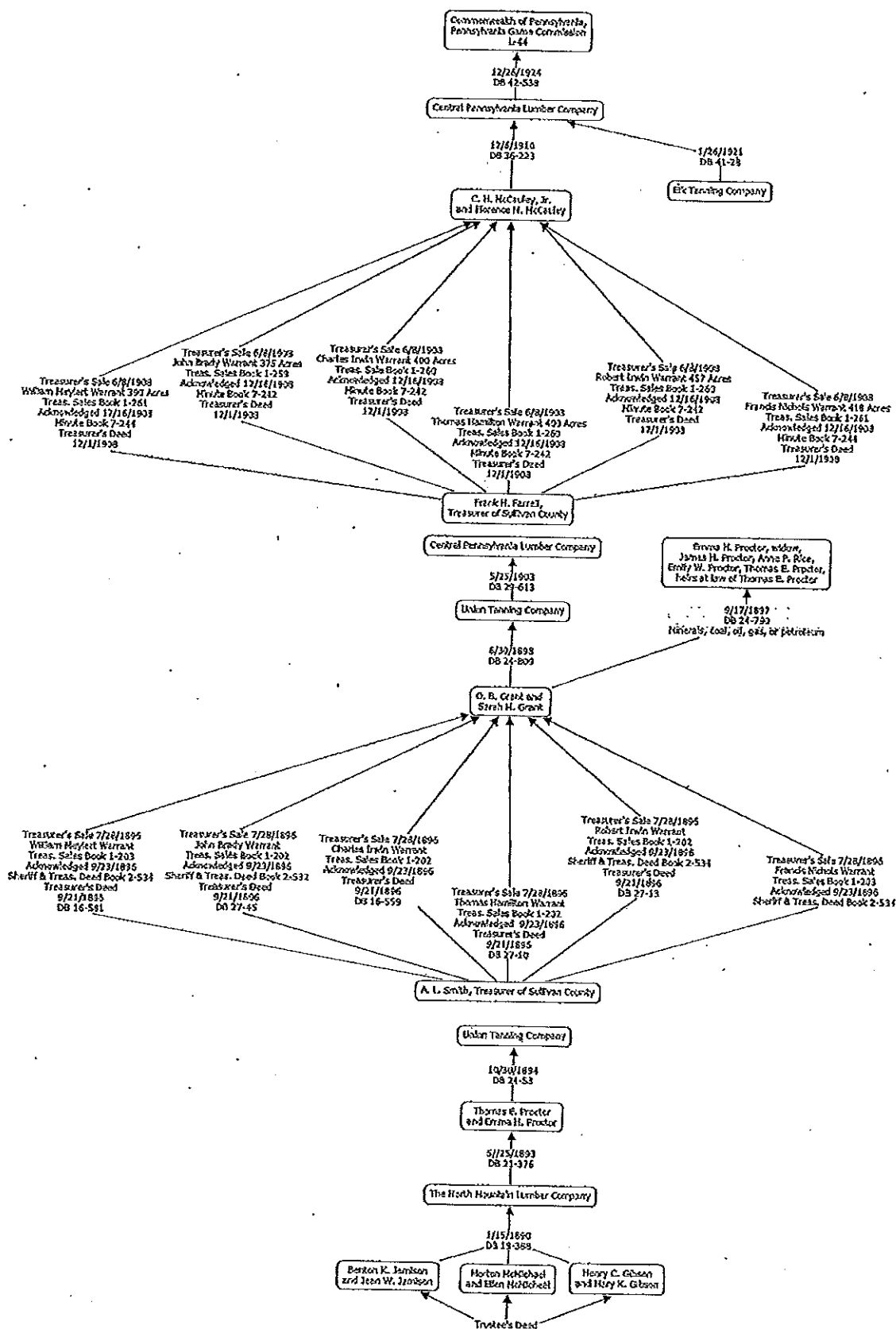
Witness my hand and official seal this day and year aforesaid.

My Commission
Expires June 1, 1925

Notary Public
[Signature]

Recorded this 1st day of June, A.D. 1925
Attest: J. H. [Signature]
Recorder

EXHIBIT B



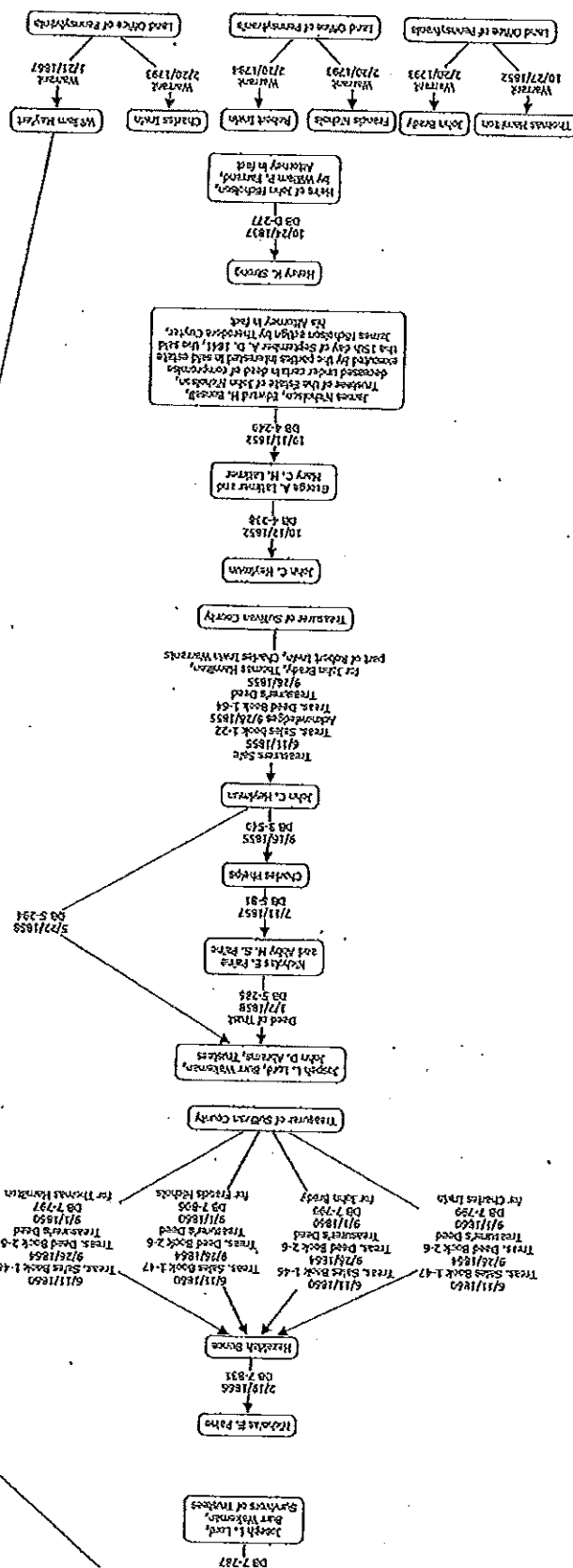


EXHIBIT C

EXHIBIT C

And
 Thomas E. Proctor
 To
 Union Mining Co.
 This indenture, made the 30th day of October, in the year
 of our Lord one thousand eight hundred and twenty four
 between Thomas E. Proctor and Emma E. Proctor his wife
 of the first part, and the Union Mining Company a corporation organized under
 the laws of the State of Pennsylvania party of the second part. Witnesseth that
 the said parties of the first part for and in consideration of the sum of one dollar
 lawful money of the United States of America, unto and to the heirs and
 assigns of the second part to the said parties of the first part at once before the
 said parties and delivery of these presents the receipt whereof is hereby acknowledged
 have granted, sold, conveyed, released, confirmed, warranted, conveyed
 and confirmed unto, by these presents do grant, convey, release, warrant
 release, convey and confirm unto the said parties of the second part its heirs
 assigns and assigns, all those two divisions or tracts of land hereinafter
 respectively of tracts and parts of tracts situated in the Township of Jackson
 in County of Schuylkill and State of Pennsylvania and bounded and described
 as follows, to wit: Tract No. 1 Beginning at the Northeast corner
 of the Parish of St. James parished in the Parish of St. James and Daniel
 Harris, more or less, thirty two and one half deg. West five hundred
 and twenty three and three fourths poles to the beginning, thence
 along said thirty two and one half deg. West five hundred and twenty three
 and three fourths poles to the East line of the West line of the
 said Harris, more or less, thence along said West line of the
 said Harris and Joseph Harris, more or less, North thirty two and one half deg. West
 six hundred and one and eight tenths poles to a corner thence along
 lands of Mary Hefner and thence South line of the said Harris, more or less, South
 fifty seven and one half deg. East one hundred and fifty eight and
 one half poles to the North west corner of Michael Hefner, more or less,
 thence along West line of same, South thirty two and one half deg. West
 five hundred and eighty eight and three fourths poles to the Schuylkill
 County line, thence along the same South thirty two and one
 half deg. East two hundred and eighty five poles to a Christian
 oak, the South west corner of the Township of Jackson, more or less, thence
 along the various lines of the said North Township and one half deg.
 East two hundred and six and one half poles to a yellow pine, the
 corner of said Township, more or less, thence South thirty two and one
 fourth deg. East twenty poles, thence North Township land one half
 deg. East twenty poles thence South thirty two and one fourth
 deg. East forty poles, thence North eighty deg. East one hundred
 and twenty two poles, thence South thirty two and one fourth deg.
 East thirty two poles to the North line of the said Harris, more or less,
 thence along same South eighty eight deg. East sixty seven and four
 tenths poles to the North East corner of said Harris, thence along
 East line of same South two deg. West ninety and five tenths
 poles to the East line of the said Harris, more or less, thence along the
 same South thirty two and one fourth deg. East thirty four poles
 to the corner of the said Harris, more or less, thence along line of same
 North fifty two poles, thence South thirty two and one fourth deg. East thirty four poles

To a corner of Samuel and Mary's new warrant thence following around the same North forty three deg West fifty six perches thence North forty seven deg East thirty perches thence South forty three deg East sixty four perches to the East corner of the said John's warrant on the County line of Columbia County thence along said County line North forty seven deg East three hundred and twenty nine perches to a corner of one John's warrant in the name of Samuel and Mary's heirs thence along the same North eighty four and one half deg West fifty five perches to a place called North forty six and one half deg West forty eight deg East two perches to a post then North eighty four deg West one hundred and two and one half perches to a corner thence North seventy one and one half deg East thirty two perches to a landmark on the South line of the Egbert Howell's warrant thence along said South line North sixty seven and one half deg East one hundred and six perches to a stake the Southwest corner of the said Howell's warrant thence along the East line of the same North forty six and one half deg East ninety four and three fourths perches to another corner of the Samuel and Mary's warrant thence along the North line of the same South thirty eight and one fourth deg East one hundred and thirty four perches to the Colchester Exchng line thence along said County line North forty seven deg East one hundred and ninety six perches to the South line of the William Montgomery's warrant thence along said South line North eighty two deg West two hundred and eight and four tenths perches to a post at corner thence along East line of Egbert Howell's warrant North thirty two and one half deg East forty eight perches to a stake the North east corner of said Howell's warrant thence along North line of said Howell's warrant North sixty seven and one half deg West one hundred and twelve perches to a post then said corner made by James Ford division line thence South thirty two and one half deg West forty four perches to a brick on the North bank of Swinging Creek thence up said creek its course across and diagonally as it strikes the river direction about the head of the river down to the river at the junction of the east line of the George & Co's warrant as run by N. O. Mason then along the West line of the Egbert and Robert's small warrant as run by N. O. Mason North twenty two and one half deg East three hundred and thirty four perches to the South line of the James Foy's warrant thence along the South line and South line of Charles Woodruff's warrant North eighty seven and one half deg West three hundred and thirty four and four tenths perches to a corner thence along same line North ten and one half deg East three hundred and forty eight perches to the North line of the Charles Woodruff's warrant thence North eighty seven and one half deg West along the North line of the Archibald Brown Thomas Woodruff's warrant three hundred and forty eight perches to the Northwest corner of the same last warrant thence along the East line of the same last warrant South twenty one half deg West five hundred and eighty six perches to the North line of the Longfines' warrant thence along said North line North

dep. that strongly six perches to the plain of beginning containing the northern
and eight hundred and twenty seven rods to the same north or there about
all of the line James McMichael Myer's line to Myer's Michael Myer's William
Myer's Michael Myer's Michael Myer's Susan Brock and Thomas Horrocks
wards and parts of the Mary Cippin John Jones Esq. formerly and
William Woodside owners. And in showing also the track in the corner
the name of William Cissus of the same line to be located by its state with
in the original block of surveys to which it belongs. It is to be seen from
son of James Smith. Showing also the same land described as perches
it in the return of survey made in an action of Ejectment in the
Court of Common Pleas of the Western County aforesaid between the North
Westland Lumber Company Plaintiff and John McMichael and others
as defendants and commenced 133 November Term 1890 in said Court
and being also a part of the larger body of lands an undivided and half
interest in which was conveyed by Morton W. Michael and others to the
North Westland Lumber Company by deed bearing date the first of the
day of January 1890 and recorded in the office for recording of Deeds
in said for the Western County and Bear Brook Map page 402. The Western
Division Beginning on the County line between the Western and Columbia
Counties at a point due the Northwest corner of the William Cissus
corner survey shown North eighty six deg. West along said County line
four hundred and eighty one and one fourth perches to a stone in East
line of William Cissus survey shown by the same North two and one half
deg. West then hundred and twenty five perches to a stone the Northwest
corner of William Cissus survey thence along the North line of same North
eighty six and one fourth deg. West two hundred and forty six perches
to a stone in East line of the Mary W. Cissus survey thence by the same
North four and one half deg. East thirty seven rods and thence a four
tenths perches to a post and stone the Northeast corner of Mary W. Cissus
survey shown along the East line of Alexander W. Cissus survey North
thirty deg. and thirty seven minutes East two hundred and thirty three
perches to a point on the South line of the Thomas Row's and James Miller
shown along the South line of said Thomas survey South fifty six
deg. East fifty seven perches to a bench stump the Southwest corner
of the said survey shown along the East line of the same North thirty
four and three fourths deg. East two hundred and thirty perches to a
bench shown along the East line of the Thomas Row's and James Miller
and Cissus and Daniel J. J. surveys North thirty four and one fourth deg.
East eight hundred and eight and four tenths perches to the Northwest
corner of the Timothy Cissus survey and also of the junior survey in
the place of Jonathan Cissus shown South thirty six deg. East along
the North line of said survey and the South line of Phillips Repley one
hundred and forty eight perches to a stone the stump with the
West edge of William Cissus containing by the same survey East
one hundred South eighty six and three fourths deg. East passing through
the West end and along the South line of Elizabeth Cissus and John C.
J. survey four hundred and forty two perches to the Northeast corner
of the James Repley survey thence South four and one fourth deg.
West along the West line of the Timothy Cissus containing

[illegible]

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Robert Gray and Timothy Perkins if the same can be located by their sales within the original block of surveys to which they belong and the right of way for the purpose of running logs and timber from the land above described is hereby granted across the land within the original surveys of Edward and Nathaniel Mather and Daniel Mather the same now being water lands as we find, is not intended to be conveyed by the deed. This has been described and being the same with variation of boundary lines according to surveys made in summer of 1851 by Daniel Mather's survey in four parcels or pieces runs by Martin H. Michael and others to the North Mountain lumber company by deed bearing date of the 11th day of January 1859 recorded in the office for recording Deeds and other records in the County of Essex Page 588. And the above described Stephen Perkins and Nathaniel Perkins have conveyed to the said Thomas Crocker by the said North Mountain Lumber Company by deed bearing date the 11th day of the 1st day of May 1859 and recorded in the office for recording Deeds in the County of Essex in Deed Book No. 2 Page 13 to 14. And the said Thomas Crocker hereby reserves and saves to himself his heirs and assigns all the minerals coal oil gas or petroleum found in, or under, the surface of the land described in each of the above mentioned documents and subject to the above mentioned reservations the said premises are hereby granted and all the estate right title interest property claim and demand whatsoever both in law and equity of the said parties of the first part of it to or out of the same and until put and parcel thereof to have and to hold the said premises with all and singular the appurtenances unto the said party of the second part, its predecessors and assigns to and for the only proper use and behoof of the said party of the second part its successors and assigns forever. And the said Thomas Crocker his heirs executors and administrators do by these presents solemnly grant and agree to and with the said Christ Manning Company to sue all and singular the said documents and permissions above described and granted or mentioned and intended to be with the appurtenances unto the said Christ Manning Company its heirs and assigns against the said Thomas Crocker and his heirs and against all and every other person or persons who may lawfully claiming or to claim the same or any part thereof shall and will by their presents warrant and power defend maintain support the said parties of the first part have themselves at their laws and costs the day and year first above written.

State of Massachusetts }
City of Boston } ss.

Thomas C. Crocker (P)
Emma H. Crocker (D)

On the 27th day of November in the year of our Lord one thousand eight hundred and ninety four before me the undersigned a Notary Public and for the said City and State personally appeared the above named Thomas C. Crocker and Emma H. Crocker for and they acknowledged the within instrument to be their act and deed and they desired the same might be recorded as such and the said Emma H. Crocker being of full age and of lawful mind.

EXHIBIT D

EXHIBIT D

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warrant and for us defend by their presents in testimony
 my whom the said the State Line and Sullivan Railroad
 Company have hereto affixed the common seal of their
 said Corporation at Philadelphia the day and year first before
 written, signed sealed and delivered in the presence of us
 Chas. L. Brown } Attest, State Line & Sullivan R.R. Co.
 Henry C. Brown, President
 O. A. Baldwin, Secretary

Received the day of the date of the above written indenture
 of the above named trustees of the First Presbyterian Church
 of Harris the sum of One Dollar for the State Line
 & Sullivan R.R. Co.

County of Philadelphia, ss. O. A. Baldwin, Treasurer.

Be it remembered that on the Twenty Second
 day of November A.D. 1899, before me a Notary Public in and
 for the Commonwealth of Pennsylvania and in and for the
 said County personally appeared Henry C. Davis President
 of the above named Corporation who being duly sworn de-
 poseth and saith that he was personally present at the
 execution of the above written indenture or deed of conveyance
 and saw the Common seal of the said Corporation of State
 Line & Sullivan R.R. Company duly affixed thereto and
 that the seal so affixed thereto is the common and corpo-
 rate seal of the said State Line & Sullivan R.R. Company
 and that the above written indenture or deed of conveyance
 was duly signed sealed and delivered by and as and for the
 act and deed of the said Corporation for the uses and pur-
 poses therein mentioned and that the name of this deponent sub-
 scribed to the said deed as President of the said Corporation in
 attestation of the due execution and delivery of the said deed
 in and to his deponent's own proper and respective handwriting

Sworn and subscribed the day and year aforesaid
 in my office. Witness my hand and seal
 Henry C. Davis
 Chas. L. Brown
 Notary Public

Recorded June 6, 1900
 J. J. N. Recorder

Legal
 C. B. Grant and Wife } This indenture made the
 heirs of H. C. Proctor } 17th day of September in the
 year of our Lord one thousand
 between O. B. Grant and Sarah M. his wife of the
 Borough of Ridgway, County of Allegheny, State of
 Pennsylvania parties of the first part and

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Proctor, widow, James H. Proctor, Ann C. Rice, Emily W. Proctor, and Thomas C. Proctor, heirs at law of Thomas C. Proctor, late of the City of Boston, County of Suffolk and State of Massachusetts, deceased parties of the second part. Witnesseth that the said parties of the first part, for and in consideration of the sum of One dollar, lawful money of the United States of America, unto them well and lawfully paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released and quit claimed unto the said parties of the second part, their heirs and assigns, all the right title, interest and estate in and to the premises of the first part hereunto under and by virtue of forty-two certain several Instruments Deeds, from U. L. Smith, Engineer of Sullivan County, Pennsylvania, to O. B. Grant, dated the twenty-first day of September A. D. 1876, of air and to the minerals, coal, oil, gas or petroleum found on or under the surface of the lands described in said Instruments Deeds, to wit:

1. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Thomas Grant tract containing Four hundred (400) Acres, more or less.
2. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the William Schuman tract containing Three hundred and one (301) Acres, more or less.
3. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Francis Nichols tract containing Four hundred (400) Acres, more or less.
4. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Thomas Reese tract containing Four hundred Acres, more or less.
5. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Thomas Reese tract containing Four hundred (400) Acres, more or less.
6. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Michael Meylert tract containing Three hundred and Ninety Eight and 12/100 (398-12/100) Acres, more or less.
7. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Michael Meylert tract containing Three hundred and Ninety Nine and 10/100 (399-10/100) Acres, more or less.
8. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Michael Meylert tract containing Fifty and 10/100 (50-10/100) Acres, more or less.
9. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Michael Meylert tract containing Fifty six and 1/100 (56-1/100) Acres, more or less.

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10. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the William Mayhew tract, containing One hundred and Ninety five and 129/100 175-129/100 Acres, more or less.
11. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania known as the William Mayhew tract, containing Three hundred and Ninety and 54/100 (397-54/100) Acres, more or less.
12. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the Samuel Young tract, containing Two hundred and eight (208) Acres, more or less.
13. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the George H. Young tract, containing Two hundred and fifty (250) Acres, more or less.
14. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Thomas Woodside tract, containing Thirty hundred and thirty one (431) Acres, more or less.
15. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Archibald Woodside tract, containing Thirty hundred and two (202) Acres, more or less.
16. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the Jonathan Walker tract, containing Three hundred and fifty four (354) Acres, more or less.
17. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Charles Williamson tract, containing Three hundred and eighty eight (388) Acres, more or less.
18. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the James Town tract, containing Three hundred (300) Acres, more or less.
19. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the Daniel Smith tract, containing Eighty six (86) Acres, more or less.
20. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the Richard Parker tract, containing Three hundred and twelve (312) Acres, more or less.
21. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the Ann H. Mayhew tract, containing Three hundred and Ninety eight and 99/100 Acres, more or less.
22. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the Henry H. H. tract, containing One hundred and fifty five (155) Acres, more or less.
23. One tract thereof situate in Davidson Township, Sullivan County, Pennsylvania, known as the Anne Kirk tract, containing Four hundred (400) Acres, more or less.
24. One tract thereof, situate in Davidson Township, Sullivan County, Pennsylvania, known as the John James tract, containing Eight (8) Acres, more or less.

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25. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Jeremiah Jackson tract containing four hundred (400) acres more or less.
26. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Robert Innis tract containing four hundred (400) acres more or less.
27. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Alexander Hunter tract containing ten (10) acres more or less.
28. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the James Hepler tract containing three hundred (300) acres more or less.
29. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Thomas Hamilton tract containing four hundred (400) acres more or less.
30. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Josiah Harris tract containing fifteen (15) acres more or less.
31. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Mary Griffin tract containing three hundred and ninety (390) acres more or less.
32. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Thomas Hunt tract containing four hundred (400) acres more or less.
33. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the William Gearhart tract containing two hundred and fifty one (251) acres more or less.
34. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Mary Gearhart tract containing four hundred and thirty four (434) acres more or less.
35. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the George Gearhart tract containing four hundred and thirty four (434) acres more or less.
36. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Anthony Gearhart tract containing two hundred and eighty one (281) acres more or less.
37. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Henry Apple tract containing four hundred (400) acres more or less.
38. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Andrew Apple tract containing three hundred and sixteen (316) acres more or less.

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39. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the John Locander tract containing three hundred (300) acres, more or less.
 40. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Nathaniel Colt tract containing four hundred and thirty four and 74 acres more or less.

41. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the Elizabeth Colt tract containing four hundred (400) acres, more or less.

42. One tract thereof situate in Davidson Township Sullivan County Pennsylvania known as the John Brady tract containing three hundred and seventy five (375) acres, more or less. All being the true intent and meaning of this conveyance to vest in the parties of the second part hereunto to be hereinafter named, said minerals, coal, oil, gas or petroleum as fully as the same were reserved in deed between Thomas C. Proctor and wife of the first part, and the Union Lumber Company of the second part, dated October 30th, 1894, and recorded in Sullivan County in deed Book Volume 24, page 83, on January 23, 1895, but no greater right, title, interest or estate, together with all and singular the tenements hereditaments and appurtenances to the same belonging or in anywise appertaining and the revision and revisions, remainders and remainders rents, issues and profits thereof, and also all the estate right title interest, property, claim and demand whatsoever both in law and equity of the said parties of the first part of in to or out of the said premises and every part and parcel thereof, to have and to hold the said premises with all and singular the appurtenances unto the said parties of the second part, their heirs and assigns to and for the only proper use and behoof of the said parties of the second part, their heirs and assigns forever. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written, signed, sealed and delivered in the presence of,

J. H. Brownell
 H. L. Mon.

P. B. Grant
 Sarah M. Grant

State of Pennsylvania
 County of Calhoun

Be it remembered that on this 20th day of September in the year one thousand eight hundred and ninety seven before me, a Notary Public in and for the County and State aforesaid, personally appeared P. B. Grant and Sarah M. Grant his wife who I am satisfied are the individuals named in and who executed

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the above deed or conveyance, and I having first made known to them the contents thereof they acknowledged that they signed sealed and delivered the same as their voluntary act and deed and the said Sarah M. Knight being of full age on a private examination, apart from her said husband by me, thenon privately examined and the full contents of the above deed being by me first made fully known unto her did thereupon declare and say that she signed sealed and delivered the same as her voluntary act and deed freely and without any coercion or compulsion on the part of her said husband, witnesses my hand and Notarial Seal this day and year above written.

H. L. Moor
Notary Public

Recorded June 13, 1948.

My Comm. Expires

Large
J. L. Grant & Wife

Heirs of J. J. Proctor, Jr.
and Jonathan A. Hill

This instrument made the
10th day of June 1948
in the year of our Lord one
thousand nine hundred and
forty eight, between J. L. Grant & Wife, the County of York, State of Pennsylvania parties of the first part, and Emma H. Proctor, Widow, James H. Proctor, Anne P. Rice, Emily M. Proctor and Thomas C. Proctor, Heirs at law of Thomas C. Proctor late of the City of Boston County of Suffolk and State of Massachusetts, deceased and Jonathan A. Hill of the Township of Monroe, County of Bradford and State of Pennsylvania, parties of the second part.

Witnesseth that the said parties of the first part for and in consideration of the sum of one dollar lawful money of the United States of America unto them well and truly paid by the said parties of the second part at and before the signing and delivery of these presents have receipt whereof is hereby acknowledged have granted, released and quit-claimed and by these presents do release, release and forever quit-claim unto the said parties of the second part their respective heirs and assigns, in the following proportions and interests, to wit: unto the said Emma H. Proctor, Widow, James H. Proctor, Anne P. Rice, Emily M. Proctor and Thomas C. Proctor, Heirs at law of Thomas C. Proctor, deceased their heirs and assigns the undivided two-thirds and unto the said Jonathan A. Hill his heirs and assigns the undivided one-third of the right title interest and estate acquired by the parties of the first part and by virtue of thirty certain several conveyances from J. L. Grant & Wife to the said parties of the second part.

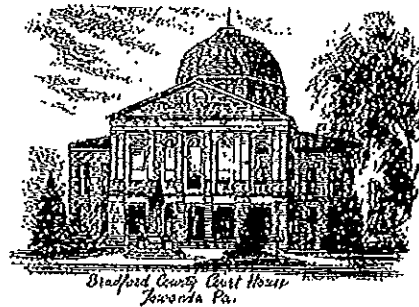
EXHIBIT E

EXHIBIT E

BRADFORD COUNTY RECORDER OF DEEDS
REGISTER OF WILLS
CLERK OF ORPHANS' COURT

SHIRLEY ROCKEFELLER - RECORDER
301 MAIN STREET
TOWANDA, PA 18848

CINDY BLOKZYL - CHIEF DEPUTY



Instrument Number - 200927573

Recorded On 12/9/2009 At 2:02:00 PM

* Instrument Type - AFFIDAVIT

Invoice Number - 265967

* Grantor - HOCHBERG, ANN P

* Grantee - PROCTOR HEIRS TRUST

* Customer - ADKINS & ASSOCIATES LAND SERVICES

* FEES

STATE WRIT TAX	\$0.50
PIN CERTIFICATIONS	\$5.00
RECORDING FEES -	\$13.50
RECORDER OF DEEDS	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$24.00

* Total Pages - 12

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
ADKINS & ASSOCIATES LAND SERVICES
1021 MAJESTIC ST
SUITE 330
LEXINGTON, KY 40513
ATTN: JUDI ADKINS CASALINO

I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Bradford County, Pennsylvania.



Shirley Rockefeller
RECORDER OF DEEDS
Register of Wills
Clerk of Orphans Court

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



*P/O Tot Map# 28-120-1
22-117-1)*

AFFIDAVIT OF HEIRSHIP

The undersigned, Ann P. Hochberg, Esq., deposes and says that the following information is true and correct to the best of her knowledge, information and belief:

1. I am an attorney and partner of the law firm of Broude & Hochberg, L.L.P., 75 Federal Street, Boston, MA 02110 ("B&H") and have been a member in good standing of the Bar of the Commonwealth of Massachusetts since 1988.
2. Attorneys at the firm of B&H have acted as counsel for over six decades for several members of the family descending from Thomas Emerson Proctor, Sr. of Boston, Massachusetts, and as Trust counsel on various family trusts. The firm of B&H has assembled information regarding the Proctor family lineage described below.
3. Thomas Emerson Proctor, Sr. died testate and a resident of Boston, Massachusetts on or about December 7, 1894. Prior to his death, he acquired and reserved certain mineral interest in lands in the Commonwealth of Pennsylvania. He was survived by his widow, Emma Howe Proctor and four children: James Howe Proctor, Anne Steele Proctor Rice, Emily Waters Proctor Mandell, and Thomas Emerson Proctor, Jr.
4. James Howe Proctor died testate in 1946, survived by four children: Thomas Emerson Proctor, II, John Riker Proctor, Mary Jackson Proctor Shiverick Case, Esther B. Proctor, his daughter Martha Moore Proctor having predeceased him without issue.
 - a. Thomas Emerson Proctor, II, died testate in 1973, leaving his wife Margaret O.F. Proctor and no issue.
 - b. John Riker Proctor died testate in 1969, leaving his wife, Anne Hall Proctor, and two children Mattina Riker Proctor and James Howe Proctor, II. His son James Howe Proctor, II predeceased him in 1942, leaving no issue. Mattina Riker Proctor died testate in 2003, leaving no issue.
 - c. Mary Jackson Proctor Shiverick Case died testate in 1984, survived by five children: Esther Shiverick, Nathan Crary Shiverick, Mary Abigail Shiverick, James H. Case and Elizabeth C. Case. Nathan Crary Shiverick died testate in 1996 leaving no issue, Esther Shiverick Yntema died testate in 2007 leaving two children: Mary Yntema and Elizabeth Yntema.
 - d. Esther B. Proctor died testate in 1986, leaving no issue.
5. Anne Steele Proctor Rice died testate in 1933 survived by three children: Hilda Proctor Rice Ayer, Neil Woodbury Rice, and Thomas Emerson Proctor Rice.

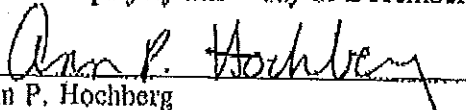
Affidavit of Heirship
Proctor Heirs

- a. Hilda Proctor Rice Ayer died testate in 1978 survived by four children: Anne Proctor Ayer MacNichol, Ethan Ayer, Hilda Rice Ayer Curtis, and Neil Rice Ayer. Her son Frederick Ayer, Jr. predeceased her in 1974, leaving two children: Ruth Zeile Ayer Dougher and David Ayer, his son Frederick Ayer III having predeceased him in 1972. Her son Neil Rice Ayer died in 1990, survived by Helen Ayer, who died in 1999, Neil Rice Ayer, Jr., Anne Proctor Ayer and Richard Randolph Churchill Ayer. Her daughter Hilda Rice Ayer Curtis Anderson died in 2008, survived by John Spaulding King, Claudia Ayer King, Timothy Parker King and Daniel Scott Curtis.
 - b. Neil Woodbury Rice died testate in 1969, having married Emma Howe Mandell Rice, a cousin, leaving three children: Charles Goodenow Rice II, Emily Proctor Rice Scott, and Anne Proctor Rice Berntsen.
 - i. Emily Proctor Rice Scott died testate in 1987 leaving four children: Emma Scott, Henry Bruce Scott, Mary Adams Scott, and George Gordon Scott.
 - ii. Charles Goodenow Rice II died testate in 2007, leaving two children, Lily B. Rice Hsia and Neil W. Rice II, having been predeceased by his son Charles G. Rice III.
 - c. Thomas Emerson Proctor Rice died testate in 1978, leaving four children: Thomas Emerson Proctor Rice, Jr., Lyman Rice, Emery van Daell Rice, and Seth Rice. Lyman Rice died in 1991 survived by one child, Jane Patricia Rice.
6. Emily Waters Proctor Mandell died testate in 1944, predeceased by sons Samuel Pierce Mandell and James Proctor Mandell, neither of whom left issue, and survived by children Emma Howe Mandell Rice and Thomas Proctor Mandell.
- a. Emma Howe Mandell Rice died testate in 1985 leaving the above referenced children Charles Goodenow Rice II, Emily Proctor Rice Scott, and Anne Proctor Rice Berntsen.
 - b. Thomas Proctor Mandell died in an accident in 1947 with his two children Anne Mandell and Harriet C. Mandell, who left no issue. He is survived by his daughter Geraldine Mandell Craig.

Affidavit of Heirship
Proctor Heirs

7. Thomas Emerson Proctor, Jr. died in 1949 without issue. In his will, he distributed his own property and exercised the power of appointment granted to him under the will of his father. His estate included a one-fourth (1/4) interest in the minerals owned by his father Thomas Emerson Proctor, Sr. The terms of the testamentary trust of Thomas E. Proctor, Jr. were the subject of court action in the Supreme Judicial Court and Probate Court of Massachusetts. See Hochberg v. Proctor, 805 N.E.2d 979 (Mass. 2004). The Supreme Judicial Court of Massachusetts ruled that the trust was to terminate upon the death of the great-granddaughter of Thomas E. Proctor Sr., Mattina R. Proctor. Thereupon, trust assets were to be paid out to the heirs at law of Thomas E. Proctor Jr., determined as of May 31, 1999, in the proportions specified by a judgment after rescript dated December 20, 2004, which confirmed an earlier judgment dated June 7, 2002, and amended July 9, 2002 issued by Suffolk Probate and Family Court. Accordingly, after the death of Mattina R. Proctor in 2005, the one-fourth interest in minerals passed to Thomas E. Proctor, Jr. were distributed to his heirs in the proportions specified in Exhibit "A".
8. A majority of the heirs of Thomas E. Proctor Sr. conveyed their mineral interests in Pennsylvania derived from Thomas E. Proctor Sr. to the Thomas E. Proctor Heirs Trust under Declaration of Trust dated October 28, 1980, which is recorded in various counties in Pennsylvania.

Signed under the pains and penalties of perjury this 2nd day of December, 2009.


Ann P. Hochberg

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

On this 2nd day of December, 2009, before me, the undersigned notary public, personally appeared ANN P. HOCHBERG, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

In witness hereof, I hereunto set my hand and official seal.

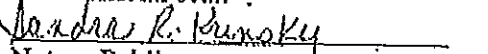

Sandra R. Kusko
Notary Public
My commission expires: 9/12/2014

Exhibit "A" to that Affidavit of
Ann Hochberg dated December 2, 2009

7/12/04

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

SUFFOLK DIVISION

PROBATE AND FAMILY COURT
DEPARTMENT
No. 00EC0070

ALVIN B. HOCHBERG and BOSTON SAFE DEPOSIT
AND TRUST COMPANY, as Trustees under the
will of Thomas E. Proctor, Jr.,

Plaintiffs

v.

MATTINA PROCTOR, et al.

Defendants

JUDGMENT AFTER RESCRIPT

This matter came on for entry of judgment following rescript from the Supreme Judicial Court dated April 8, 2004, whereupon, on consideration thereof, it is ordered that the Trustees under the will of Thomas E. Proctor, Jr., are to make distribution of the assets as follows:

1. The life estates in the paragraph THIRD and FIFTH trusts, having terminated under the terms of paragraph ELEVENTH on May 31, 1999, the remainders of said trusts are added, as of that date, to the residuary trust of Thomas, Jr.'s, estate created by paragraph FIFTEENTH.
2. Pursuant to the Court's authority under G.L. c. 184 A § 6(b) the Article FIFTEENTH Trust under testator Thomas E. Proctor, Jr.'s, will is reformed to comport with his intended distribution as manifested by his will and codicils thereto and accordingly, the life estate under Article FIFTEENTH shall continue in effect until the death of Mattina Proctor, and upon her death the remainder of said trust is to be distributed outright to the then living heirs of Thomas

E. Proctor, Jr., as of May 31, 1999, in accordance with paragraph 3 of this judgment.

3. The heirs at law as of May 31, 1999, and their proportional interest in the assets are:

1/17 Matline Aiker Proctor
1/17 Esther Shilverick Yntema
1/17 Mary Abigail Shilverick Morse
1/17 James H. Case
1/17 Elizabeth C. Case
1/34 Ruth Zella Ayer Dougher
1/34 David Ayer
1/34 Edward Ford MacNichol III
1/34 Anne MacNichol Brownell
1/17 Hilda Rice Ayer 'Curtis'
1/61 Neil Rice Ayer, Jr.
1/61 Anne Proctor Ayer
1/61 Richard Randolph Churchill Ayer
1/17 Charles Goodenow Rice II
1/68 Emma Scott Holmes
1/68 Henry Bruce Scott
1/68 Mary Adams Scott
1/68 George Gordon Scott
1/17 Anne Proctor Rice Bernston
1/17 Thomas E.P. Rice, Jr.
1/17 Jana Patricia Rice
1/17 Emery Van Daell Rice
1/17 Beth Rice
1/17 Geraldine Mandall Craig

4. Trustees, Defendants and Guardians ad litem are to be allowed their reasonable counsel fees, including costs and expenses, in this proceeding, subject to the approval of the Court. Counsel and Guardians ad litem shall meet and confer to determine if an agreement can be reached on the reasonable fees and costs for the respective parties; in either case the matter shall be submitted for approval by the Court.

December 20, 2004

Subscribed

OCT 1 9 2009

Probate

James M. Moriarty

Judge of Probate & Family Court

A true copy, Certified:

Richard J. Small

Register

EXHIBIT #1

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

PROBATE AND FAMILY COURT
DOCKET NO. 0000079

ALVIN S. HOCHBERG and
BOSTON SAFE DEPOSIT AND
TRUST COMPANY, as Trustees
under the will of Thomas E. Proctor Jr.
-- PLAINTIFFS --

v.

MATTINA PROCTOR ET AL
DEFENDANTS

AMENDED JUDGMENT

This matter came on for hearing on an agreed statement of facts and issues of law and, after argument of counsel, consideration of the pleadings and memoranda and applicable law, it is ordered that the Trustees under the will of Thomas E. Proctor Jr. are to make distribution of the assets as follows:


1. The life estate under Articles Third and Fifth having terminated by the terms of Article Eleven as of May 31, 1999, the remainders of said trusts are to be distributed outright to the then living heirs of Thomas E. Proctor Jr. as of that date in accordance with paragraph four of this judgment.
2. Any distribution paid to Mattina Proctor after May 31, 1999 under Articles Third and Fifth is to be set off against her remainder interest in those trusts and to the extent the value of her remainder interest is insufficient for purposes of setoff, the difference is to be reimbursed by her to the trustees.
3. Pursuant to the Court's authority under G.L. c. 184A s 6(b) the Article Fifteenth Trust under testator Thomas E. Proctor Jr.'s will is reformed to comport with his intended distribution as manifested by his will and codicils thereto and accordingly, the life estate under Article Fifteenth shall continue in effect until the death of Mattina Proctor, and upon her death the remainder of said trust is to be distributed outright to the heirs of Thomas E. Proctor Jr. determined as of May 31, 1999, in accordance with paragraph four of this judgment.

4. The heirs at law as of May 31, 1999 and their proportional interest in the assets are:

1/17 Mathias Riker Proctor
1/17 Esther Shilverick Yntema
1/17 Mary Abigail Shilverick Morse
1/17 James H. Case
1/17 Elizabeth C. Case
1/34 Ruth Zella Ayer Daughter
1/34 David Ayer
1/34 Edward Ford MacNichol III
1/34 Anne MacNichol Brownell
1/17 Hilda Rice Ayer Curtis
1/51 Neil Rice Ayer Jr.
1/51 Anne Proctor Ayer
1/51 Richard Randolph Churchill Ayer
1/17 Charles Goodenow Rice II
1/68 Emma Scott Homes
1/68 Henry Bruce Scott
1/68 Mary Adams Scott
1/68 George Gordon Scott
1/17 Anne Proctor Rice Bernsten
1/17 Thomas B.P. Rice Jr.
1/17 Jane Patricia Rice
1/17 Emory Van Dael Rice
1/17 Seth Rice
1/17 Geraldine Mandell Craig

5. Trustees, Defendants and Guardians ad litem are to be allowed their reasonable counsel fees, including costs and expenses, in this proceeding, subject to the approval of the Court. Counsel and Guardians ad litem shall meet and confer to determine if an agreement can be reached on the reasonable fees and costs for the respective parties; in either case the matter shall be submitted for approval by the Court on July 1, 2002 at 12 p.m.

July 9, 2002
runc pro tunc
Aug 7, 2002


Elaine M. Moriarty
Justice of Probate and Family Court

Suffolk, S.D. OCT 1 8 2003 Probate Court

A true copy, Certified:


Richard J. Samuels
Clerk

LYNE, WOODWORTH & EVARTS LLP

FEDERAL RESERVE PLAZA
600 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02210
TELEPHONE (617) 822-0055

TELECOPY (617) 204-2077
(617) 246-0070

DOMENICO P. AIELLO

RECEIVED

August 12, 2008

Pamela Casey O'Brien, Register
Essex Probate and Family Court
36 Federal Street
Salem, MA 01970

Re: Trust under Paragraph 3 of the Will of Thomas E. Proctor
Probate & Family Court No. 226909F

Dear Register Casey O'Brien:

Enclosed for filing and docketing, please find Amended Appointment of Guardian ad Litem and attached Report. As indicated in the Report, I have determined that there is no longer a need for a Guardian ad Litem with regard to the accounts under Paragraph Third of the Trust. The counsel for the Trustees and Judge Moriarty agreed with this view at a hearing held today at the Suffolk Probate and Family Court.

Please do not hesitate to call with any questions.

Very truly yours,

LYNE, WOODWORTH & EVARTS LLP

By Domenico P. Aiello
Domenico P. Aiello

DPA/ms
Enclosure

cc: Velaine M. Moriarty, Associate Justice Suffolk SS OCT 16 2009 Probate Court
Attorney Ann E. Hochberg
James H. McNulty, Jr., Esquire (Date)
John P. Fulginiti, Esquire A true copy. Attest:

Richard J. Dannelberg
Register

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department
Docket No. 2269097

In the Matter of

Proctor, Thomas E.

AMENDED

Appointment of Guardian ad Litem

Whereas in the matter of Allowance of trustees third and final account and the first to sixth
and final accounts, inclusive. U/Pax 3
It appears that there are persons
a person(s) under disability — there are persons not ascertained or not in being who are or may become interested
in this case, therefore Domenic P. Aiello, Esq. of 1000* Venduearch, R. R. 1, Boston, Ma 02210
in the County of Suffolk is hereby appointed to act as guardian ad litem next friend
for such person(s) to represent his — her — their interests in said case.

The guardian ad litem shall be paid by ☐
☐ the Commonwealth of Massachusetts. hours are authorized
with leave to request more by motion if necessary.

Date April 11, 2003

I hereby accept the above appointment.

(FOR ALL APPOINTMENTS made after 7/1/2000) I understand that, pursuant to Supreme Judicial Court Rule 1:07(F) no
payment shall be made to or received by me from any source on account of this appointment until I have filed the
required certification with the court. I certify that I have filed all of the fee reports required by that rule for payments made
to me in the fiscal year previous to this fiscal year.

(FOR COMMONWEALTH PAID ONLY) I acknowledge receipt of Fiscal Year 1997 Memo #14 of the Chief Justice for
Administration and Management with the Certificate of Services Form and Instructions.

Suffolk
NOTARIAL PUBLIC
Domenic P. Aiello
My Commission Expires
June 1, 2012

Personally appeared the above named Domenic P. Aiello and made oath
that (s)he would faithfully and impartially perform the duty imposed on him — her — by the foregoing appointment.

~~Having duly read and understood the foregoing, I, the undersigned, do hereby certify that the above named~~
~~Litem, deeming that there is no longer a need for a Guardian ad Litem to review~~
~~the accounts, and counsel for the trustees concerned in this~~
~~conclusion at a hearing held today in the Suffolk Probate and Family Court.~~

Date August 12, 2005

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

PROBATE AND FAMILY COURT
DOCKET NO. 00E0079

ALVIN S. HOCHBERG and
BOSTON SAFE DEPOSIT AND
TRUST COMPANY, as Trustees
under the will of Thomas B. Proctor Jr.
PLAINTIFFS

v.

MATTINA PROCTOR ET AL
DEFENDANTS

JUDGMENT

This matter came on for hearing on an agreed statement of facts and issues of law and, after argument of counsel, consideration of the pleadings and memoranda and applicable law, it is ordered that the Trustees under the will of Thomas B. Proctor Jr. are to make distribution of the assets as follows:

1. The life estate under Articles Third and Fifth having terminated by the terms of Article Eleven as of May 31, 1999, the remainders of said trusts are to be distributed outright to the then living heirs of Thomas B. Proctor Jr. as of that date in accordance with paragraph four of this judgment.

2. Any distribution paid to Mattina Proctor after May 31, 1999 under Articles Third and Fifth is to be set off against her remainder interest in those trusts and to the extent the value of her remainder interest is insufficient for purposes of setoff, the difference is to be reimbursed by her to the trustees.

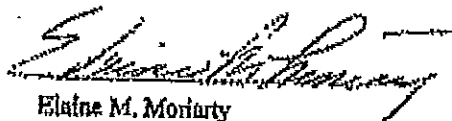
3. Pursuant to the Court's authority under G.L. c. 184A s 6(b) the Article Fifteenth Trust under testator Thomas B. Proctor Jr.'s will is reformed to comport with his intended distribution as manifested by his will and codicils thereto and accordingly, the life estate under Article Fifteenth shall continue in effect until the death of Mattina Proctor, and upon her death the remainder of said trust is to be distributed outright to the then living heirs of Thomas B. Proctor Jr. as of May 31, 1999, in accordance with paragraph four of this judgment.

4. The heirs at law as of May 31, 1999 and their proportional interest in the assets are:

1/17 Mattina Riker Proctor
1/17 Esther Shilverick Vinteran
1/17 Mary Abigail Shilverick Morris
1/17 James H. Case
1/17 Elizabeth C. Case
1/34 Ruth Zelle Ayer Dougher
1/34 David Ayer
1/34 Edward Ford MacNichol III
1/34 Anna MacNichol Brownell
1/17 Hilda Rice Ayer Curtis
1/51 Neil Rice Ayer Jr.
1/51 Anne Proctor Ayer
1/51 Richard Randolph Churchill Ayer
1/17 Charles Goodnow Rice II
1/68 Emma Scott Horner
1/68 Henry Bruce Scott
1/68 Mary Adams Scott
1/68 George Gordon Scott
1/17 Anna Proctor Rice Bernsten
1/17 Thomas B.P. Rice Jr.
1/17 Jane Patricia Rice
1/17 Emory Van Dael Rice
1/17 Seth Rice
1/17 Geraldine Mandell Craig

5. Trustees, Defendants and Guardians ad litem are to be allowed their reasonable counsel fees, including costs and expenses, in this proceeding, subject to the approval of the Court. Counsel and Guardians ad litem shall meet and confer to determine if an agreement can be reached on the reasonable fees and costs for the respective parties; in either case the matter shall be submitted for approval by the Court on July 1, 2002 at 12 p.m.

June 7, 2002

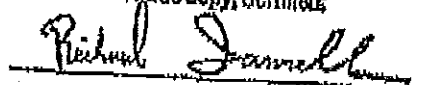

Elaine M. Moriarty
Judge of Probate and Family Court

OCT 1 3 2009

Suffolk, D.S. Probate Court

2

A true copy, Certified


Richard J. Farrell
Notary

0809-0559
22-119-11

I, James H. Proctor, of Ipswich, Essex County, Massachusetts, declare this to be my last will hereby revoking all wills heretofore made by me.

I give and bequeath all my property of every name and nature including all property over which I shall possess any power of appointment by my will as follows:

FIRST: I give and devise to my daughter, Esther B. Proctor, the land and buildings situated partly in the Town of Ipswich and partly in the Town of Hamilton and now occupied by me as a residence, together with all my household furniture and furnishings, clothing, jewelry, books, bric-a-brac, silver, pictures, automobiles, horses, cattle, and all other tangible personal property.

SECOND: I give and devise to my daughter, Esther B. Proctor, all my right, title and interest in and to the real estate situated in West Gloucester which I received from the estates of my wife and my daughter, Martha R. Preston.

THIRD: I give the sum of Two Thousand Dollars (\$2,000) to each of the following persons who have long been in my employ: James W. Brown, Patrick Warren, and George A. Comeau, all of said Ipswich; Edward McNamara, of Boston; Mrs. Kenneth W. Gillies and Mrs. James W. Low, both of Beverly.

FOURTH: I give the sum of Two Thousand Dollars (\$2,000) to each of the following-named persons: Guy H. Sargeant, of Winchester, and Percy J. Young, of Newton.

SHIRLEY ROCKWELL
REGISTER AND RECORDER
ESSEX COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
20092240

RECORDED ON
Dec 29, 2009

9-20-28 AM

FILE NUMBER
0809-0559

RECORDING FEES - \$125.00
REGISTER OF WILLS
TOTAL PAID \$125.00

CUSTOMER
OKINS & ASSOCIATES LAND
SERVICE, LLC

FIFTH: I give the sum of Five Thousand Dollars (\$5,000) to the New England Deaconess Hospital, of Boston, for its general uses and purposes. I make this gift by reason of my affectionate regard for Elliott Proctor Joslin, whose interest in said hospital has continued for very many years.

SIXTH: All the rest, residue and remainder of said property I give and devise to those of my children who shall survive me and the issue who shall survive me of any child of mine who shall have predeceased me, children of mine to take equally and issue of a deceased child to take by right of representation the share such deceased child would have taken if surviving me; provided however, that if my son, John R. Proctor, shall survive me, I give and devise his share to the trustees hereinafter named, in trust, to hold, manage, invest and reinvest the same as follows:

(a) To pay to or expend for the benefit of my son, John R. Proctor, during his lifetime the net annual income from such share quarter-yearly, or oftener in the discretion of the trustees.

(b) Upon the decease of my said son, or upon my decease, if I shall survive him, the trustees shall transfer, pay over and convey the trust estate, free from trust, to the then living issue of my said son, such issue to take by right of representation, and in default of such issue, shall transfer, pay over and convey the trust estate to my then living issue, such issue to take by right of representation.

No interest of any beneficiary hereunder shall be assigned, transferred, encumbered or alienated by any such beneficiary, and no such interest shall be reached by any creditor or be attached by virtue of any legal, equitable or bankruptcy proceedings.

I direct that all estate, succession, legacy, inheritance or transfer taxes, however designated, that shall be levied upon or against my estate, or levied upon or with respect to the proceeds of any policies of insurance on my life, or any property in my name jointly with another or others, or any gift, devise or appointment made by me during my lifetime or under the terms of this will shall be paid from my residuary estate, and I authorize my executors and trustees to pay, compromise and settle such taxes whether or not on present or future interests.

I authorize and empower my executors, without license or decree of any court, to sell the whole or any part of my estate, both real and personal, at public auction or private sale, upon such terms and for such sum or sums as they may deem wise, and to execute, acknowledge and deliver such deeds or other instruments as they may deem necessary or proper, and no purchaser shall be under obligation to see to the application of the purchase money; to adjust by arbitration or compromise any demands in favor of or against my said estate upon such terms as to them shall seem best and their decision shall be final.

The trustees shall have power, in their uncontrolled

discretion, to sell for reinvestment, distribution or other purposes of the trust all or any part of the trust property at public auction or private sale and no purchaser shall be bound to see to the application of the purchase money; to mortgage, pledge or lease, whether or not extending beyond the term of the trust, any property of which the trust estate may consist; to exchange property for other property; to determine all questions arising between principal and income and any such determination shall be final and binding upon all persons then or thereafter interested hereunder; to receive and retain as long as the trustees shall see fit any property owned by me at my decease even though the same be an improper trust investment and even though the same is in larger amounts than a trustee might be authorized to hold in a single fund; and generally to take any action which the trustees may deem to be for the best interest of the trust.

Each trustee shall be liable only for his or its own wilful default.

The word "trustees" as used in this will shall be taken to mean the trustee or trustees for the time being whether original or substituted.

I appoint my son, Thomas E. Proctor, 2nd, and Boston Safe Deposit and Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business in Boston, Suffolk County, Massachusetts, to be the executors of this will, and I direct that each of them and any

administrator with the will annexed be exempt from furnishing surety on the official bond.

I appoint my son, John R. Proctor, and said Boston Safe Deposit and Trust Company to be the trustees under this will, and I direct that each of them and any successor trustee be exempt from furnishing surety on the official bond.

IN WITNESS WHEREOF I hereto set my hand and seal this 22 day of March, 1946.

James H. Proctor

Signed, sealed, published and declared by James H. Proctor as and for his last will in the presence of us who, at his request, in his presence and in the presence of each other, hereto subscribe our names as witnesses on the day and year just above mentioned.

<i>Eleanor Osier</i>	<i>Hingham, Mass.</i>
<i>William Lloyd B.</i>	<i>Manchester, Mass.</i>
<i>Thomas M. Reynolds</i>	<i>Wellesley, Mass.</i>

ESSEX, SS

WILL PROVED Oct. 22, 1946

ATTEST

Pamela Casey O'Brien

PROBATE COURT

REGISTER

NOV 17 1946

E-974
AC38

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

PROBATE COURT

The First and Final Account of THOMAS H. PROCTOR 2nd, and
BOSTON SAFE DEPOSIT AND TRUST COMPANY"administrator" of the estate
"executors" of the will of JAMES H. PROCTORIn said County of Essex, late of
In said County of Essex, deceased.This account is for the period beginning with the twenty-second day of
October 1946, and ending with the fourteenth day of
March 1960.Said accountants charge themselves with the several amounts
received, as stated in Schedule A, herewith exhibited, \$692,134.53
and ask to be allowed for sundry payments and charges, as stated in
Schedule B, herewith exhibited, \$692,134.53

Balance as stated in Schedule C, herewith exhibited, \$ None

We certify under the penalties of perjury that the within account is just and true.

BOSTON SAFE DEPOSIT AND TRUST COMPANY

Thomas H. Proctor (formerly Thomas H. Proctor 2nd) John J. Manning Trust Officer
Administrators ExecutorsThe undersigned, being all persons interested, having examined
the foregoing account, request that the same may be allowed without further notice.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

PROBATE COURT

At a Probate Court held at Salem in and for said County of Essex,
on the 15th day of February 1962.The foregoing account having been presented for
allowance, and certified by the accountant and all
persons interested having been duly notified and the Clerk of the Court
having consented thereto in writing.and no objections being made thereto, and the same having been examined and considered by the
Court.

It is ORDERED that said account be allowed.

Joseph H. Proctor Judge of Probate Court.
* Strike out non-applicable words.

SM-2-5-59

I, Pamela Casey O'Brien, Register of Probate Court for Essex County do hereby certify that
the foregoing is a true copy of a document on file in this court.

IN WITNESS, Whereof, I have set my hand and affixed the seal of said Court this

NOV 25 2009

ESSEX, SS

Pamela Casey O'Brien

PROBATE COURT

CERTIFIED

REGISTER OF PROBATE

A TRUE COPY

(1884)
(13)

[Minors must be so designated, and the names of their guardians, if any, be given. The heirs-at-law and next of kin may be determined by reference to Chapters 190 and 193 of the General Laws, Ter. Con. Ed.]

TO THE HONORABLE THE JUDGES OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX:

Thomas E. Proctor, 2nd, of Hamilton in the County of
RESPECTFULLY represents Essex and Boston Safe Deposit and Trust Company, a
corporation duly organized and existing under the laws of the Commonwealth
of Massachusetts and having a ~~usual place of business in~~
Boston in the County of Suffolk ~~that~~ James H. Proctor!

who last dwelt in Ipswich in said County of Essex,
died on the seventh day of September
in the year of our Lord one thousand nine hundred and forty-six
possessed of goods and estate remaining to be administered, leaving ^{no} widow—husband—
his only heirs-at-law and next of kin, the persons whose names, residences and re-
lationship to the deceased are as follows, viz.:

NAME.	RESIDENCE.	RELATIONSHIP.
Thomas E. Proctor, 2nd.	Hamilton, Mass.	Son
John Riker Proctor	Camden, Maine	Son
Mary J. P. Case	Avon, New York	Daughter
Esther B. Proctor	Ipswich, Mass.	Daughter

That said deceased left a WILL—and ~~convey~~—herewith presented, wherein
your petitioner's are named executors, and wherein the testator has requested
that your petitioners be exempt from giving a surety on their bonds.

WHEREFORE your petitioners pray that said will—and codicil—may be proved and
allowed and letters testamentary issued to them, without giving a surety on their
official bonds, and certify that the statements herein contained are true to the best of
their knowledge and belief.

Dated this thirteenth day of September, A. D. 1946.

MAILING ADDRESS.
c/o Tyler & Reynolds
1 Court Street, Boston 3, Mass.
Essex, ss.

By Thomas E. Proctor, 2nd.
Eldon B. Proctor
BOSTON SAFE DEPOSIT AND TRUST COMPANY

Subscribed and sworn to this 13th
day of September, A. D. 1946.

Before me, Edmund A. Olin
Justice of the Peace
Notary Public

The undersigned, being all the persons interested in the estate who are of full age and
legal capacity, other than creditors, and the guardians of persons interested therein, hereby
consent that the above named petitioner s be exempt from giving any surety on their
bonds, and that the above petition be granted

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

At a Probate Court holden at Salem in and for said County
of Essex, on the twenty-second day of October
in the year of our Lord one thousand nine hundred and forty-six:

ON the petition of Thomas E. Proctor, second, of Hamilton in said
County of Essex, and Boston Safe Deposit and Trust Company,
of Boston in the County of Suffolk,
praying that the instrument therewith presented, purporting to be the last will and
testament and will of James H. Proctor,
late of Ipswich, in said County of Essex,
deceased, may be proved and allowed, and letters testamentary issued to them, the
executors therein named, without giving a
surety on their bonds;

and the heirs-
at-law, next of kin,
and all other persons interested, having been notified according to the order of the Court,
to appear and show cause, if any they have, against the same:

and no party objecting thereto, and it appearing

that said instrument is the last will and testament of said deceased, and was
legally executed, and that said testator was, at the time of making the same,
of full age and sound mind; and that said petitioners are
competent person to be appointed to said trust;

It IS THEREFORE DECORDED that said instrument be approved and allowed as
the last will and testament of said deceased, and letters testamentary be issued to said
petitioners,
they first giving bonds without sureties, for the due performance of said trust.

John A. Philam Judge of Probate Court.

16

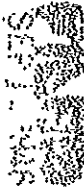
NOV 21 1946

Notary James H. Prescott

Probate of Will.

[WITHOUT SURTIES]

Petition—Decree.



Walter M. Adams
at m

Returnable Sept 21 1946.

Allowed Oct. 22 1946.

Recorded Vol. _____ Page _____

P.M. 10/23/46

For Petitioner:

Tyler & Reynolds
1 Court Street
Boston 8, Massachusetts

For Respondent:

RECEIVED
NOV 21 1946

First and
Final Account

JAMES H. PROCTOR

Page 2

SCHEDULE A

Number of Item	Amount of personal property, according to inventory	\$604,229.48
1 <u>Income</u>	Amounts received from income, gain on sale of personal	
2	property over appraised value, and from other	
3	property, as follows:	
4 1946		
5 Dec. 23	Div. Allied Chemical & Dye Corp.	15.00
6 " 30	do.	20.00
7 1947		
8 Mar. 21	" do.	15.00
9 1946		
10 Dec. 16	" Allied Mills, Inc.	11.00
11 1947		
12 Jan. 6	" American Surety Co. of New York	5.00
13 1946		
14 Dec. 2	" American Tel. & Tel. Co. (due 10-15-46)	315.00
15 1947		
16 Jan. 16	" do.	315.00
17 Apr. 17	" do.	315.00
18 July 16	" do.	315.00
19 Oct. 17	" do.	315.00
20 1948		
21 Jan. 16	" do.	315.00
22 Apr. 16	" do.	315.00
23 July 16	" do. (Collected for Thomas E. Proctor, 2nd)	78.75
24 1946		
25 Dec. 13	" Atlas Powder Co.	5.00
26 " 2	" Babcock & Wilcox Co. (due 10-31-46)	60.00
27 " 23	" do. (due 12-20-46)	60.00
28 1947		
29 Apr. 30	" do.	60.00
30 1946		
31 Dec. 2	" Bank of New York (due 10-1-46)	7.00
32 1947		
33 Jan. 6	" do.	7.00
34 " 15	" Boston Safe Deposit & Trust Co.	400.00
35 Mar. 20	do.	152.00
36 1946		
37 Dec. 2	" Central Hanover Bank & Trust Co. (due 10-1-46)	41.00
38 1947		
39 Jan. 6	" do.	41.00
40 Apr. 2	" do.	41.00

Forward

\$ 607,453.23

First and
Final Account

JAMES H. PROCTOR

Page 3

SCHEDULE A - Continued

Forward \$607,453.23

Number of Item			
1	Income		
2	1946		
3	Dec. 17	Div. Consolidated Edison Co. of New York, Inc.	45.20
4	1947		
5	Mar. 18	" do.	45.20
6	Jan. 16	" Continental Insurance Co.	519.00
7	July 15	" do.	400.00
8	1948		
9	Jan. 16	" do.	400.00
10	1946		
11	Dec. 2	" Corn Exchange Bank Trust Co. (due 11-1-46)	1.20
12	2	" Crocker, Burbank & Co. Assn. (due 9-27-46)	119.00
13	23	" do.	952.00
14	1947		
15	Mar. 28	" do.	119.00
16	July 1	" do.	238.00
17	Sept. 29	" do.	238.00
18	Dec. 23	" do.	714.00
19	1948		
20	Mar. 8	" do.	238.00
21	1946		
22	Dec. 17	" E.I. du Pont de Nemours & Co.	1,883.25
23	1947		
24	Mar. 14	" do.	1,674.00
25	June 18	" do.	800.00
26	19	" do.	874.00
27	Sept. 16	" do.	800.00
28	Dec. 16	" do.	800.00
29	1948		
30	Mar. 16	" do.	800.00
31	June 15	" do.	800.00
32	1946		
33	Dec. 2	" E.I. du Pont de Nemours & Co. \$4.50 Pfd. (due 10-25-46)	139.50
34	1947		
35	Jan. 27	" do.	139.50
36	Apr. 25	" do.	139.50
37	July 28	" do.	139.50
38	Oct. 28	" do.	139.50
39	1948		
40	Jan. 27	" do.	139.50
41	Apr. 28	" do.	139.50
42			
43			
44			
45		Forward	\$620,889.58
46			
47			
48			

First and
Final Account

JAMES H. PROCTOR

Page 4

SCHEDULE A - Continued

Forward \$620,889.58

Number of Item				
1		Income		
2		1946		
3	Dec. 2	Div. Eastern Gas & Fuel Assoc.	4 1/2% Cum. Prior Pref. (due 10-1-46)	56.25
4	1947			
5	Jan. 3	"	do.	
6	Apr. 2	"	do.	56.25
7	1946			56.25
8	Dec. 2	"	Eastern Utilities Associates (due 11-15-46)	100.00
9	1947			
10	Feb. 17	"	do.	100.00
11	Jan. 6	"	Eastman Kodak Co.	187.50
12	Apr. 2	"	do.	131.25
13	July 1	"	do.	126.00
14	Oct. 3	"	do.	126.00
15	1948			
16	Jan. 5	"	do.	198.00
17	Apr. 2	"	do.	126.00
18	July 6	"	do. (Collected for Thomas E. Proctor 2nd)	31.50
19	1947			
20	Jan. 16	"	Fidelity-Phoenix Fire Insurance Co. of New York	613.20
21	July 16	"	do.	400.00
22	1948			
23	Jan. 16	"	do.	480.00
24	1946			
25	Dec. 2	"	General Electric Co. (due 10-25-46)	20.00
26	1947			
27	Jan. 28	"	do.	20.00
28	Apr. 28	"	do.	20.00
29	1946			
30	Dec. 13	"	General Motors Corp.	134.00
31	1947			
32	Mar. 11	"	do.	201.00
33	June 11	"	do.	201.00
34	Sept. 11	"	do.	201.00
35	Dec. 11	"	do.	201.00
36	1948			
37	Mar. 12	"	do.	201.00
38	June 11	"	do.	201.00
39	1946			
40	Dec. 2	"	Hanover Fire Insurance Co. of the City of New York	
41			(due 10-1-46)	5.40
42	1947			
43	Jan. 3	"	do.	5.40
44				
45				
46				
47			Forward	\$625,088.58
48				

First and
Final AccountJAMES H. PROCTORPage 5SCHEDULE A - Continued

Forward \$625,088.58

Number of Item				
1	Income			
2	1946			
3	Dec. 2	Div. Hercules Powder Co.	(due 9-25-46)	87.50
4	23	" do.		262.50
5	1947			
6	Mar. 26	" do.		122.50
7	June 26	" do.		121.80
8	Sept. 26	" do.		121.80
9	Dec. 23	" do.		330.60
10	1948			
11	Mar. 26	" do.		121.80
12	1946			
13	Dec. 2	Mahoning Coal R.R. Co.	(due 10-1-46)	93.75
14	30	" do.		93.75
15	1947			
16	Apr. 3	" do.		112.50
17	July 3	" do.		112.50
18	Oct. 3	" do.		187.50
19	Dec. 31	" do.		187.50
20	1948			
21	Apr. 6	" do.		187.50
22	July 7	" do. (Collected for Thomas E. Proctor 2nd)		50.00
23	1946			
24	Dec. 2	Mass. Utilities Investment Trust 5% Cum. Partic. Conv. Pfd.	(due 10-15-46)	3.13
25				
26	1947			
27	Jan. 16	" do.		3.13
28	1946			
29	Dec. 23	Mission Corp.		40.00
30	30	" do.	(due 12-27-46)	6.40
31	2	National Biscuit Co.	(due 10-15-46)	250.80
32	1947			
33	Jan. 16	" do.		250.80
34	Apr. 16	" do.		334.40
35	July 17	" do.		160.00
36	Oct. 17	" do.		160.00
37	1948			
38	Jan. 16	" do.		320.00
39	Apr. 16	" do.		160.00
40	1946			
41	Dec. 10	National Biscuit Co. 7% Cum. Pfd.		22.75
42	1947			
43	Mar. 4	" do.		22.75
44	June 5	" do.		22.75
45				
46				
47				
48				
		Forward		\$629,038.99

First and
Final Account

JAMES H. PROCTOR

Page 6

SCHEDULE A -- Continued

Forward \$629,038.99

Number of Item					
1	Income				
2	1947				
3	Feb. 4	Div. National City Bank of New York			9.60
4	1946				
5	Dec. 13	" New Jersey Zinc Co.			1,275.00
6	1947				
7	Mar. 10	" do.			637.50
8	June 10	" do.			300.00
9	Sept. 11	" do.			150.00
10	Dec. 11	" do.			300.00
11	26	" do.			450.00
12	1948				
13	Mar. 11	" do.			150.00
14	June 10	" do.			300.00
15	1946				
16	Dec. 2	" New York Trust Co. (due 10-1-46)			13.00
17	1947				
18	Jan. 7	" do. (due 1-2-47)			13.00
19	Apr. 3	" do.			13.00
20	1946				
21	Dec. 13	" Phelps Dodge Corp.			2.00
22	1947				
23	Jan. 29	" Radio Corp. of America			38.20
24	1946				
25	Dec. 17	" Singer Manufacturing Co.			9.00
26	1947				
27	Jan. 20	" do. (due 12-27-46)			12.00
28	1946				
29	Dec. 24	" Southern Pacific Co.			17.00
30	17	" Standard Oil Co. of California			24.70
31	1947				
32	Mar. 18	" do.			24.70
33	1946				
34	Dec. 2	" United Fruit Co. (due 10-15-46)			322.50
35	1947				
36	Jan. 16	" do.			322.50
37	Apr. 16	" do.			645.00
38	July 15	" do.			300.00
39	Oct. 15	" do.			900.00
40	1948				
41	Jan. 15	" do.			300.00
42	Apr. 15	" do.			900.00
43					
44					
45					
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48					
				Forward	\$636,467.69

First and
Final Account

JAMES H. PROCTOR

Page 7

SCHEDULE A - Continued

Forward \$636,467.69

Number of Item					
1	Income				
2	1946				
8	Dec. 2	Div. United Shoe Machinery Corp.	(due 10-5-46)		31.25
4	1947				
5	Jan. 6	" do.			31.25
6	Mar. 3	" do.			50.00
7	Apr. 8	" do.			31.25
8	1946				
9	Dec. 2	" United Shoe Machinery Corp. 6% Cum. Pfd.	(due 10-5-46)		8.25
10	1947				
11	Jan. 6	" do.			8.25
12	Apr. 7	" do.			8.25
13	1946				
14	Dec. 2	" Van Norman Machine Tool Co.	(due 9-20-46)		50.00
15	26	" do.			150.00
16	1947				
17	Mar. 20	" do.			50.00
18	Jan. 3	" Warren National Bank of Peabody, Mass.			4.00
19	1946				
20	Dec. 2	" Westchester Fire Insurance Co.	(due 11-1-46)		.80
21	21	Int. Baltimore & Ohio R.R. Co.			20.00
22	1947				
23	May 1	" do.			20.00
24	July 2	" do.	(sold)		6.67
25	1946				
26	Dec. 2	" Boston & Albany R.R. Co.	(due 10-1-46)		87.50
27	1947				
28	Apr. 1	" do.			87.50
29	May 15	" do.	(sold)		20.90
30	Jan. 2	" Boston & Maine R.R.	(1960)		100.00
31	Apr. 23	" do.	(sold)		61.67
32	Mar. 4	" Ellicott Square Co. of Buffalo			425.00
33	Jan. 2	" New York & Westchester Lighting Co.			20.00
34	Apr. 23	" do.	(sold)		12.33
35	1946				
36	Dec. 21	" City of Detroit, Mich.	(due 10-1-46)		81.25
37	1947				
38	Mar. 1	" Corporate Stock of the City of New York	(1963)		45.00
39	Apr. 23	" do.	(sold)		12.75
40	1946				
41	Dec. 21	" Corporate Stock of the City of New York	(1965)		112.50
42	1947				
43	Apr. 23	" do.	(sold)		88.13
44					
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48					
			Forward		\$638,092.19

Page 8

Number of Items		SCHEDULE A - Continued		Forward	\$638,092.19
1					
2	Income				
3	1946				
4	Dec. 21	Int. Corporate Stock of the City of New York (1972) (due 10-15-46)	21.25		
5	1947				
6	Apr. 15	" do	21.25		
7	23	" do (sold)	.83		
8	Mar. 5	" United States of America Savings Series G	12.50		
9	1946				
10	Dec. 21	" United States of America Treasury (due 10-15-46)	8.52		
11	31	" do (sold)	3.55		
12	1947				
13	Sept. 26	Int. from 3-15-47 on refund of overpayment of Federal tax for the period from January 1st to September 7, 1946	431.20		
14					
15		Reimbursement of Mass. taxes - Esther B. Proctor \$1.60;			
16		Thomas E. Proctor \$1.61	3.21		
17	1949				
18	May 16	Amount received from Old Colony Trust Company representing final distribution from trust under the will of Lydia W. Thacher	14.32		
19					
20	Oct. 9	Refund of portion of Federal income tax for period 9-6-46 to 12-31-46 \$232.18; interest from 3-15-47 to 7-28-50 \$46.93	279.11		
21					
22	1950				
23	Dec. 4	Amount received from Old Colony Trust Company, Administrator of the estate of Martha Proctor Preston, in full of distributive share due this estate	794.27		
24					
25					
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42		Forward	\$639,682.26		
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First and
Final AccountJAMES H. PROCTORPage 9Number
of ItemSCHEDULE A - Continued

Forward \$639,682.20

		<u>Principal</u>	<u>GAINS</u>	
1				
2				
3				
4	1946			
5	Dec. 10	Proceeds from sale 140 rights American Tel. & Tel. Co.		292.08
6	1947			
7	Jan. 10	Gain on sale 11 shs. Allied Mills, Inc.		17.20
8		Gain on sale 5 shs. Phelps Dodge Corp.		33.58
9		Gain on sale 3 shs. Singer Manufacturing Co.		26.66
10	13	Gain on sale 2 shs. Corn Exchange Bank & Trust Co.		3.59
11	15	Cash received as distribution from estate of John L. Riker		1,166.66
12	25	Gain on sale 25 $\frac{1}{2}$ shs. Ellicott Square Co. of Buffalo 5% Pfd.		125.42
13	Mar. 14	Return premium from O'Brien, Russell & Co. on cancellation of liability policy protecting property at Ipswich and Hamilton, Mass.		23.58
14				
15				
16	Apr. 21	Cash received as a distribution on shares of Insull Utility Investments, Inc. - not inventoried		2.80
17				
18	23	Gain on sale \$1,000. New York & Westchester Lighting Co. 4s, July 1, 2004		7.72
19				
20	May 1	Deposit in Warren Five Cents Savings Bank, Peabody, Mass. - not inventoried		610.46
21				
22	2	Gain on sale 10 shs. Allied Chemical & Dye Corp.		34.94
23		Gain on sale 2 shs. Hercules Powder Co.		3.79
24		Gain on sale 32 shs. Mission Corp.		135.35
25		Gain on sale 38 shs. Standard Oil Co. of California		148.37
26	5	Gain on sale 3 shs. Eastman-Kodak Co.		31.88
27	19	Proceeds from sale of Parker Snyde Trap Gun and Case - not inventoried		75.00
28				
29	June 19	Gain on sale 437 shs. E.I. du Pont de Nemours & Co.		461.97
30	Sept. 26	Cash received representing refund of overpayment of Federal income tax for period Jan. 1, to Sept. 7, 1946		16,489.00
31				
32	Oct. 2	Cash received from Thomas E. Proctor, 2nd, Hazen H. Ayer and Boston Safe Deposit and Trust Company, Trustees under the will of Thomas E. Proctor representing balance of collected and accrued income due this estate		1,177.85
33				
34				
35				
36				
37	Nov. 3	Adjustment of inventory value of the following: \$17,000. Ellicott Square Co. of Buffalo 5s, Mar. 1, 1950 10 shs. E.A. Abbott Co. 119 shs. Crocker Burbank Co. Association		14,365.00 1,792.80 6,545.00
38				
39				
40				
41				
42	Dec. 4	Proceeds from sale 140 rights American Tel. & Tel. Co.		252.86
43	19	Cash received from estate of Thomas E. Proctor representing back rents due this estate at date of death		304.00
44				
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48				
			Forward	\$683,809.76

First and
Final AccountJAMES H. PROCTORPage 10Number
of ItemSCHEDULE A - Continued

Forward

\$683,809.76

PrincipalGAINS

1					
2					
3					
4	1948				
5	June	3	Appreciation on 2 shs. Mahoning Coal R.R. distributed to		
6			Boston Safe Deposit and Trust Company and John R.		
7			Proctor, Trustees, at market value	161.12	
8	Aug.	2	Appreciation on 1 sh. Mahoning Coal R.R. distributed to		
9			Thomas M. Proctor, 2nd, at market value	80.56	
10			Appreciation on 3 shs. Crocker Burbank Association distributed		
11			to Thomas M. Proctor, 2nd, at market value	303.00	
12		20	Cash received as a distribution on shares of Insull Utility		
13			Investments, Inc. - not inventoried	31.10	
14	1949				
15	May	11	Cash received from Old Colony Trust Co., representing 1/15th		
16			interest due from estate of Lydia W. Thacher - on a/c	1,500.00	
17		16	Cash received from Old Colony Trust Co., representing balance		
18			due from estate of Lydia W. Thacher	484.98	
19	Nov.	21	Received from Esther B. Proctor, representing her pro rata		
20			share of insurance premiums paid by this estate on real		
21			estate devised to her	1,981.39	
22	1950				
23	May	10	Interest in estate of John L. Riker - additional property		
24		16	Balance due from estate of John L. Riker	1,587.47	
25	Oct.	9	Refund of Federal income tax for period 9-8-46 to 12-31-46	211.48	
26			Interest on refund of Federal income tax for period 9-8-46		
27			to 12-31-46	42.75	
28	Dec.	4	Balance received from Old Colony Trust Co., Administrator		
29			of the estate of Martha Proctor Preston	1,940.92	
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\$692,134.53

First and
Final AccountJAMES H. PROCTORPage 12.Number
of ItemSCHEDULE B

Showing payments, charges, losses and distributions:

DEBTS AND ADMINISTRATION EXPENSES

6	Principal			
7	1946			
8	Nov. 16	Executors' certificate of appointment		\$.50
9	25	Photostatic copy of executors' certificate of appointment		.20
10	Dec. 6	Boston Safe Deposit and Trust Company, rental of safe deposit box and cost of replacing lost key		5.30
11	19	H. W. Atkinson, fish		135.00
12	20	Esther B. Proctor, reimbursement to her for payment of telephone service from September 5th to November 5, 1946		23.86
13		Thomas E. Proctor, 2nd, reimbursement for payment of the following bills paid by him:		
14		John Skibesi, wages for August, 1946	\$121.50	
15		George Comeau, do.	170.00	
16		James W. Brown, do.	150.00	
17		Virginia Ryan, balance of wages from August 25th to Sept. 7, 1946	30.00	471.50
18		Guy H. Sargeant, services during 1946		200.00
19	23	Peer P. Johnson et al, hospital care		140.00
20		Tyler & Reynolds, disbursements re estate matters		20.45
21		Town of Ipswich, electric service		142.75
22		S. Sullivan, horseshoes		25.00
23		Socoony-Vacuum Oil Co. Inc., gasoline		46.60
24		E. A. Abbott Co., repairs		906.92
25		Charles W. Rand, plumbing and heating repairs		182.95
26		Ipswich News Co., newspapers		16.30
27		Ipswich Grain Co., feed		154.35
28		Ipswich Family Laundry, service		3.50
29		Boston Safe Deposit and Trust Co., rental of safe deposit box		36.00
30		S. S. Pierce Co., provisions		34.75
31		Fairlawn Animal Hospital, care of cat		25.00
32		F. A. Bartlett Tree Expert Co. Inc., service		403.50
33		Beverly Hospital, board, nurses and supplies		1,149.41
34		Tyler & Reynolds, reimbursement for payment of the following bills paid by them:		
35		Catherine Monagee, wages for Oct. 1946	\$140.00	
36		Margaret Quinn, do.	135.00	
37		Alice Reid, do.	91.14	
38		Mary Walsh, do.	91.14	
39		Abbie McGilliouddy, do.	77.70	
40		Forward	534.98	\$4,122.82

PR 8 5/1-12-49

First and
Final AccountJAMES H. PROCTOR

Page 12.

Number
of ItemSCHEDULE B - Continued

Forward

\$4,182.82

Principal
1946DEBTS AND ADMINISTRATION EXPENSES - Continued

Dec. 23

Tyler & Reynolds, reimbursement for payment of the following
bills paid by them, continued:

Forward

\$534.98

Patrick Warren, wages for Sept. 1946

160.00

John Cummings, do.

112.50

Louis Holder, do.

112.50

Paul Anacki, do.

112.50

John Sieron, do.

112.50

John Skibesi, do.

112.50

Louis Weskehi, do.

112.50

Joe Sack, do.

112.50

Stanley Stacke, do.

67.50

William Comeau, do.

90.00

Mrs. Warren, board and laundry, two men

66.09

James W. Brown, wages for Sept. 1946

150.00

Post office rent

1.50

James W. Brown, expenses

1.00

George Comeau, wages for Sept. 1946

170.00

Edward McNamara, do.

165.00

Esther B. Proctor, household expenses, Sept. '46

640.00

Patrick Warren, wages for Oct. 1946

150.00

John Cummings, do.

121.50

Louis Holder, do.

121.50

Joe Sack, do.

121.50

John Sierou, do.

121.50

Louis Weskehi, do.

121.50

John Skibesi, do.

121.50

Stanley Stacke, do. (10 days)

45.00

William Comeau, do.

90.00

Mrs. Warren, board and laundry, two men

64.24

George Comeau, wages for Oct. 1946

170.00

James W. Brown, do.

150.00

Edward McNamara, do.

165.00

Rhodes Bros. Co., provisions

4,385.81

N. J. Bolles, Co., groceries

1,014.02

John W. Goodhue Corp., hardware

930.29

Thomas J. Grey Co., garden supplies

1.66

Agawan Dispatch, moving

271.12

Welch's Fish Market, Inc., fish

2.06

27 Charles W. Rand, plumbing

4.45

55.92

Forward

\$10,788.14

First and
Final AccountJAMES H. PROCTORPage 13.Number
of ItemSCHEDULE B - Continued Forward \$10,788.14

4	Principal	<u>DEBTS AND ADMINISTRATION EXPENSES - Continued</u>		
5	1947			
6	Jan.	6	Certificate of death of James H. Proctor	.20
7		7	Percy G. Elwell, demolition of building and trucking	200.00
8			Photostatic copies of will	1.50
9			Photostatic copies of executors' certificate of appointment	.90
10		10	Photostatic copies of executors' certificate of appointment	5.40
11			Photostatic copies of will	27.00
12			Photostatic copy of Indenture of John Riker Proctor	.60
13			Photostatic copy of resignation of Thomas E. Proctor, Trustee	.30
14			Photostatic copy of appointment of John Riker Proctor, Trustee	.30
15			Photostatic copy of appointment of Thomas E. Proctor, 2nd, Trustee	.30
16		14	Transfer stamps	.00
17		17	Pierce S. Haley, fee for appraising tangible personalty	600.00
18		24	Town of Ipswich, water and electricity	100.14
19	Mar.	4	Mass. tax assessed on income received by this decedent during the period from January 1st to September 7, 1946	955.70
20			Mass. tax assessed on gains made during the period from September 8th to December 31, 1946	163.30
21				
22		6	F. A. Bartlett Tree Expert Co., service	494.70
23		12	David Broude, preparation of income tax returns in 1946	500.00
24		14	Federal tax assessed on gains made during the period from September 8th to December 31, 1946	849.10
25		24	Boston Blue Print Co. Inc., service	7.90
26	Apr.	11	Executors' certificate of appointment	.50
27		14	Pierce S. Haley, typing inventories of miscellaneous personalty in estate	75.00
28		22	Photostatic copies of will of various relatives of this decedent	5.70
29			Photostatic copies of executors' certificate of appointment	.80
30		30	Photostatic copies of will and executors' certificate of appointment	3.30
31	May	8	Photostatic copies of executors' inventory	7.20
32		19	Photostatic copy of release of Federal estate tax lien on property at Ipswich, Mass.	.30
33		22	Transfer stamps	8.00
34	June	2	Registered mail and insurance charges	3.10
35		4	Appraisers' fees (3)	900.00
36		23	Railway express charges	1.20
37		30	Edward L. Murphy, services re valuation of stock of E. A. Abbott Co.	20.00

Forward

\$15,720.90

First and
Final Account

JAMES H. PROCTOR

Page 14

SCHEDULE B - Continued Forward \$15,720.94

DEBTS AND ADMINISTRATION EXPENSES - Continued

Number of Item			
1	Principal		
2	1947		
3	Aug. 29	Mass. additional tax assessed on gains made during the period	
4		from September 8th to December 31, 1946	
5	Sept. 3	Photostatic copy of executors' inventory	7.42
6	11	Thomas E. Proctor, 2nd, Hazen H. Ayer and Boston Safe Deposit and	1.80
7		Trust Co., Trustees under will of Thomas E. Proctor,	
8		reimbursement to them for payment of Mass. tax assessed on	
9		income due this decedent for 1946	
10	12	Registered mail and insurance charges	2,394.94
11	Oct. 23	Massachusetts inheritance tax on a/c	.28
12	Dec. 8	Federal estate tax	19,775.00
13	19	Photostatic copy of letter dated Dec. 12, 1946 from Merlin L.	167,919.22
14		Trumbell, M.D.	
15	1948		1.20
16	Jan. 12	David Broude, services re examination of 1944, 1945 and 1946	
17		income tax returns	
18	16	Executors' compensation	100.00
19	May 7	Registered mail and insurance charges	19,000.00
20	20	Tyler & Reynolds, legal services, re allowance of will and other	.61
21		estate matters	
22	June 1	Executors' certificate of appointment and trustees' certificate	12,500.00
23		of appointment	
24	7	Transfer stamps	1.00
25	10	Photostatic copies of executors' and trustees' certificates of	137.44
26		appointment	
27	14	Transfer stamps	3.60
28	22	Photostatic copies of executors' and trustees' certificates of	1.00
29		appointment	
30	July 28	Registered mail and insurance charges	.90
31	Sept. 29	Massachusetts inheritance tax on a/c	8.50
32	1949		309.46
33	Feb. 17	Fee for certificate from Commonwealth of Massachusetts to be used	
34		to support claim for deduction of Massachusetts inheritance	
35		tax on Federal estate tax return	
36	Mar. 1	Mass. tax assessed on gains made during the year 1948	1.25
37	15	Federal tax assessed on gains for the year 1948	.79
38	May 6	Additional Federal estate tax	2.61
39	10	Osman Babson, D.V.M., professional services	2,956.67
40	1950		442.02
41	June 30	Certificate of appointment	.50
42	1958		
43	Sept. 2	Balance of Massachusetts inheritance tax on present interests	23.60
44	1960		
45	Jan. 20	Massachusetts inheritance tax - balance	
46		Expenses re filing executors' first and final account	4,659.19
47			98.50
48		Forward	\$246,068.44

First and
Final Account

JAMES H. PROCTOR

Page 15

Number
of Item

SCHEDULE B -- Continued Forward \$246,068.44

DEBTS AND ADMINISTRATION EXPENSES -- Continued

5		<u>Income</u>		
6		1947		
7	Jan. 7	Photostatic copies certificate of appointment	2.40	
8	Mar. 14	1st instalment Federal income tax Sept. 8th to Dec. 31, 1946	668.23	
9	June 13	2nd instalment Federal income tax Sept. 8th to Dec. 31, 1946	668.23	
10	Sept. 5	Executors' compensation	1,239.37	
11		Balance Federal income tax Sept. 8th to Dec. 31, 1946	1,336.47	
12	1948			
13	Mar. 12	1st instalment Federal income tax for 1947	1,115.97	
14	June 9	2nd instalment Federal income tax for 1947	1,115.96	
15	Sept. 14	3rd instalment Federal income tax for 1947	1,115.96	
16		Executors' compensation	822.34	
17	29	Interest on Massachusetts inheritance tax	17.33	
18	Dec. 6	4th instalment Federal income tax for 1947	1,115.96	
19	1949			
20	Mar. 15	Federal income tax for 1948 in full	919.76	
21	May 16	Interest on Federal estate tax deficiency	223.21	
22				
23		<u>Principal</u>		
24				
25	1946			
26	Dec. 23	Whittier Funeral Home, funeral director	892.00	
27		The Hearst Corp., death notice	1.75	
28	1947			
29	Mar. 19	Henry Murray Co., monument work	487.85	
30				
31		<u>LOSSES</u>		
32	1946			
33	Dec. 31	Loss on sale \$400. United States of America Treasury 4 1/2%,		
34		Oct. 15, 1952	4.87	
35	1947			
36	Jan. 8	Loss on sale 1 share Boston Real Estate Exchange	44.25	
37	10	Loss on sale 10 shs. Atlas Powder Co.	18.79	
38		Loss on sale 100 shs. Mass. Utilities Associates	18.58	
39		Loss on sale 2 shs. Warren National Bank of Peabody, Mass.	4.16	
40		Loss on sale 4 shs. American Surety Co. of New York	13.08	
41		Loss on sale 5 shs. Mass. Utilities Associates 5% Pfd.	16.49	
42	13	Loss on sale 50 shs. Niagara Hudson Power Corp.	26.81	
43		Loss on sale 12 shs. United Dyewood Corp.	26.30	
44		Loss on sale 191 shs. Radio Corp. of America	433.52	
45	14	Loss on sale 2 shs. Bank of New York	80.24	
46				
47		Forward	\$258,498.32	

First and
Final Account

JAMES H. PROCTOR

Page 16

SCHEDULE B - Continued Forward \$258,498.32

Number
of Item

1 Principal

LOSSES - Continued

2				
3	1947			
4	Jan.	14	Loss on sale 18 shs. Hanover Fire Insurance Co.	34.63
5			Loss on sale 2 shs. Westchester Fire Insurance Co.	8.66
6		20	Loss on sale 17 shs. Southern Pacific Co.	110.84
7	Feb.	8	Loss on sale 1 sh. Boston Athenaeum	27.74
8		12	Loss on sale 12 shs. National City Bank of New York	21.72
9	Mar.	20	Loss on sale 200 shs. Boston Safe Deposit and Trust Company	4.00
10	Apr.	23	Loss on sale \$1,000. Corp. Stock of the City of New York 4 1/8s,	
11			Apr. 15, 1972	
12			Loss on sale \$5,000. Corp. Stock of the City of New York 4 1/8s,	113.75
13			June 1, 1965	
14			Loss on sale \$2,000. Corp. Stock of the City of New York 4 1/8s,	381.25
15			Mar. 1, 1963	
16			Loss on sale \$5,000. Boston & Maine R.R. 4s, July 1, 1960	155.00
17		24	Loss on sale \$3,000. Boston & Maine R.R. 4 1/8s, July 1, 1970	471.25
18		25	Loss on sale \$2,000. Boston & Maine R.R. 4 1/8s, July 1, 1970	163.35
19		28	Loss on sale 200 shs. Eastern Utilities Associates	109.06
20	Apr.	29	Loss on sale 200 shs. Bangor & Aroostook R.R. Co.	941.00
21			Loss on sale 50 shs. General Electric Co.	1,292.33
22			Loss on sale 45 shs. United Fruit Co.	289.70
23			Loss on sale 50 shs. United Shoe Machinery Corp.	9.03
24			Loss on sale 22 shs. United Shoe Machinery Corp. 6% Cum. Pfd.	490.64
25			Adjustment of interest inventoried as \$152.50 - should have	14.03
26			been \$112.50 (on \$5,000. Corp. Stock of City of N.Y. 4 1/8s, 1956)	
27		30	Loss on sale 50 shs. Western Gas & Fuel Associates 4 1/8% Cum.	40.00
28			Prior Pfd.	
29	May	1	Loss on sale 113 shs. Consolidated Edison Co. of New York	622.18
30			Loss on sale 41 shs. Central Hanover Bank & Trust Co.	274.84
31			Loss on sale 275 shs. New Jersey Zinc Co.	507.07
32			Loss on sale 119 shs. Continental Insurance Co.	603.36
33		2	Loss on sale 136 shs. National Biscuit Co.	112.39
34			Loss on sale 100 shs. Van Norman Machine Tool Co.	55.33
35			Loss on sale 13 shs. New York Trust Co.	182.46
36		6	Loss on sale 111 shs. Fidelity-Phoenix Fire Insurance Co. of	171.07
37			New York	
38				395.60
39			The following securities charged off as worthless:	
40				
41			10 shs. Consolidated Weir Co.	0.00
42			100 shs. New England Cooperative Society 7% Pfd.	0.00
43			50 shs. Portland & Ogdensburg Rwy.	\$4,700.00
44				4,700.00

Forward

\$270,809.80

First and
Final Account

JAMES H. PROCTOR

Page 12

Number
of Item

SCHEDULE B - Continued Forward \$270,800.60

3 Principal

LOSSES - Continued

6	1947				
7	May	7	Loss on sale 300 shs. New Jersey Zinc Co.		
8			Loss on sale 120 shs. Babcock & Wilcox Co.	637.09	
9			Loss on sale 100 shs. Van Norman Machine Tool Co.	104.67	
10		8	Loss on sale 100 shs. New Jersey Zinc Co.	182.46	
11		14	Loss on sale 300 shs. New Jersey Zinc Co.	208.39	
12		15	Loss on sale \$5,000. Boston & Albany R.R. Co. 3 ¹ / ₂ s, Apr. 1, 1952	936.34	
13			Loss on sale 13 shs. National Biscuit Co. 7% Pfd.	40.00	
14		16	Loss on sale 300 shs. National Biscuit Co.	208.12	
15	May	27	Loss on sale \$16,000. Ellicott Square Co. of Buffalo 1st Mtge.	411.03	
16			Ref. 5s, Mar. 1, 1950		
17	June	6	Loss on sale \$1,000. Ellicott Square Co. of Buffalo 1st Mtge.	684.96	
18			Ref. 5s, Mar. 1, 1950		
19	July	2	Loss on sale \$1,000. Baltimore & Ohio R.R. Co. 4s, Nov. 1, 1980	70.50	
20					
21	Dec.	2	Adjustment of inventoried value of jewelry and silverware - French medals - not found among the effects of this decedent	109.63	
22				10.00	

DISTRIBUTIONS FROM INCOME

		<u>Ethel B. Proctor - 1/4th</u>	<u>Thomas E. Proctor - 1/4th</u>
27	1947		
28	Mar.	4	
29			
30		\$60.08(1st instal. Mass. tax on income for the period Sept. 8th to Dec. 31, 1946)	\$60.08(1st instal. Mass. tax on income for the period Sept. 8th to Dec. 31, 1946)
31	Aug.	29	
32			
33		60.07(Bal. Mass. tax on income for the period Sept. 8th to Dec. 31, 1946)	60.07(Bal. Mass. tax on income for the period Sept. 8th to Dec. 31, 1946)
34	1948		
35	Mar.	1	
36			
37		160.92(1st instal. Mass. tax on income for the year 1947)	160.92(1st instal. Mass. tax on income for the year 1947)
38	Sept.	16	
39			
40	1949		
41	Mar.	1	
42			
43	Apr.	22	
44	1960		
45	Mar.	14	
46			
47		677.77	838.02
48		\$6,233.62	\$6,393.87
			Forward
			12,627.49
			\$287,031.28

First and
Final Account

JAMES H. PROCTOR

Page 18

SCHEDULE B - Continued Forward \$287,031.28

Number
of Item

DISTRIBUTIONS FROM INCOME - Continued

1			
2			
3			
4			
5			John R. Proctor and Boston
6			Safe Deposit and Trust Company,
7	1949	Mary J.P. Case - 1/4th	Trustees - 1/4th
8	Apr. 22	\$5,000.00	\$5,000.00
9	1960		
10	Mar. 14	1,232.02	1,232.02
11		\$6,232.02	\$6,232.02
12			12,464.04

PRINCIPAL DISTRIBUTION

Distribution of the following property, in accordance with the provisions of the will:

Eather B. Proctor

Delivery of all household furniture and furnishings, jewelry, books, bric-a-brac, silver, pictures, automobiles, horses and all other tangible personal property in accordance with Article 1 of the will:

22	1948		
23	Jan. 26	Household furniture, automobiles, etc. at Mostly Hall,	
24		Ipswich, Mass.:	
25		Furniture, silverware and other articles of	
26		household use and supply	\$26,532.90
27		1937 Lincoln Sedan	200.00
28		1941 Ford Station Wagon	900.00
29		1939 Ford Station Wagon	500.00
30		1938 Ford Express Truck	325.00
31		1933 Ford one and one-half ton Truck	100.00
32		1934 Ford Platform Truck	200.00
33		Livestock (horses)	800.00
34		Farm equipment	1,745.00
35			
36		Household furniture, furnishings, etc. at 100 Beacon	
37		Street, Boston, Mass.:	
38		Furniture, etc.	860.50
39		Laces	75.00
40	July 26	Jewelry	428.00
41		Silverware	14.00
42			32,680.40
43			
44			
45			
46			
47		Forward	\$332,175.72
48			

First and
Final Account

JAMES H. PROCTOR

Page 19

Number
of Item

SCHEDULE B - Continued Forward \$332,175.72

PRINCIPAL DISTRIBUTION - Continued

Distribution of the following property, in accordance with the provisions of the will; - continued

Payment in full of the following legacies under Article 3. of the will:

10	1947			
11	May	27	James W. Brown	\$2,000.00
12			Patriot Warren	2,000.00
13			George A. Comeau	2,000.00
14			Edward McNamara	2,000.00
15			Margaret A. Gillies (called Mrs. Kenneth	
16			W. Gillies in will)	2,000.00
17			Nettie Low (called Mrs. James W. Low	
18			in will)	<u>2,000.00</u>
19				12,000.00

Payment in full of the following legacies under Article 4, of the will:

23			Guy H. Sargeant	\$2,000.00
24			Percy J. Young	<u>2,000.00</u>
25				4,000.00

Payment in full of the following legacy under Article 5. of the will:

29			New England Deaconess Hospital	5,000.00
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Forward \$353,175.72

48

First and
Final Account

JAMES H. PROCTOR

Page 20

Number
of Item

SCHEDULE B -- Continued Forward \$353,175.72

PRINCIPAL DISTRIBUTION -- Continued

Distribution of the following property, in accordance with
the provisions of the will: -- continued

Delivery of the following property in accordance with the
provisions of Article SIXTH of the will, representing
the residue of the estate

Esther B. Proctor -- 1/4th

Book Values

18	1948				
14	June	3			
15			3 shs. Mahoning Coal Railroad Co.	\$1,200.00	
16			35 shs. American Tel. & Tel. Co.	6,243.13	
17			67 shs. General Motors Corp.	3,852.50	
18			100 shs. E.I. du Pont de Nemours & Co.	18,137.50	
19			87 shs. Hercules Powder Co.	4,556.62	
20			75 shs. New Jersey Zinc Co.	4,621.88	
21			100 shs. National Biscuit Co.	3,012.50	
22			150 shs. United Fruit Co.	7,162.50	
23			29 shs. Crocker, Burbank & Co. Association	1,595.00	
24			90 shs. Eastman Kodak Co.	3,942.00	
25			100 shs. Continental Insurance Co.	5,062.50	
26			100 shs. Fidelity-Phoenix Fire Insurance Co. of New York	5,375.00	
27			31 shs. E.I. du Pont de Nemours & Co. \$4.50 Cum. Pfd.	4,014.50	
28				961.12	
29		4	Cash		
30	1949				
31	Apr.	22	Cash	11,750.00	
32	1960				
33	Mar.	14	Cash	3,238.66	
34					
35					
36					
37					
38					
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40					
41					
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44					
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48					

Share of Mass. taxes paid on
gains to principal

57.18
\$84,782.59

Forward \$437,901.13

First and
Final Account

JAMES H. PROCTOR

Page 21

Number
of Item

SCHEDULE B - Continued Forward \$437,901.13

PRINCIPAL DISTRIBUTION - Continued

Distribution of the following property, in accordance with
the provisions of the will: - continued

Delivery of the following property in accordance with the
provisions of Article SIXTH of the will, representing
the residue of the estate: - continued

Mary J.P. Case - 1/4th

Book Values

3 shs. Mahoning Coal Railroad Co.	\$1,200.00
35 shs. American Tel. & Tel. Co.	6,243.12
67 shs. General Motors Corp.	3,852.50
100 shs. E.I. du Pont de Nemours & Co.	18,137.50
87 shs. Hercules Powder Co.	4,556.63
75 shs. New Jersey Zinc Co.	4,621.87
100 shs. National Biscuit Co.	3,012.50
150 shs. United Fruit Co.	7,162.50
29 shs. Crocker, Burbank & Co. Association	1,595.00
90 shs. Eastman Kodak Co.	3,942.00
100 shs. Continental Insurance Co.	5,062.50
100 shs. Fidelity-Phoenix Fire Insurance Co. of New York	5,375.00
31 shs. E.I. du Pont de Nemours & Co. \$4.50 Pfd.	4,014.50
Cash	961.12
Cash	11,750.00
	3,295.85
	<u>84,782.59</u>

Forward \$522,683.72

First and
Final Account

JAMES H. PROCTOR

Page 23

Number
of Item

SCHEDULE B - Continued Forward 607,409.12

PRINCIPAL DISTRIBUTION - ContinuedDistribution of the following property, in accordance with
the provisions of the will: - continuedDelivery of the following property in accordance with
the provisions of Article SIXTH of the will, representing
the residue of the estate: - continuedJohn R. Proctor and Boston Safe Deposit and Trust Company,
Trustees - 1/4th

	<u>Book values</u>
3 shs. Mahoning Coal Railroad Co.	\$1,200.00
35 shs. American Tel. & Tel. Co.	6,243.13
67 shs. General Motors Corp.	3,852.50
100 shs. E.I. du Pont de Nemours & Co.	18,137.50
87 shs. Hercules Powder Co.	4,556.62
75 shs. New Jersey Zinc Co.	4,621.88
100 shs. National Biscuit Co.	3,012.50
150 shs. United Fruit Co.	7,162.50
29 shs. Crocker, Burbank & Co. Association	1,595.00
90 shs. Eastman Kodak Co.	3,942.00
100 shs. Continental Insurance Co.	5,062.50
100 shs. Fidelity-Phoenix Fire Insurance Co. of New York	5,375.00
31 shs. E.I. du Pont de Nemours & Co. \$4.50 Pfd.	4,014.50
Cash	11,750.00
	3,238.66

Market Values as of April 28, 1948

2 shs. Mahoning Coal Railroad Co.	961.12	84,725.41
	<u>\$84,725.41</u>	

Share of Mass. taxes paid on
gains to principal

57.18
<u>\$84,782.59</u>

\$692,134.53

First and
Final Account

JAMES H. PROCTOR

Page 24

Number
of Item

SCHEDULE C

1

2

3 1960

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Mar. 14 Representing assets held at the close of this accounting period

None

NOTES

As of the date of death of this testator land in Gloucester, Mass., vested in Esther B. Proctor

EASTMAN KODAK CO.

In July 1947 stockholders received 50 shares of \$10. par in exchange for 10 shares no par stock, on the basis of 5 for 1

27

No. 218073

Proctor,

A. JAMES H. PROCTOR

First and Final

ACCOUNT

ADMINISTRATOR-EXECUTOR S

FILED

MAY 2 1961

Citation Issued May 19 1961.

Returnable June 12 1961.

Allowed Feb 15 1962

Rec. Vol. 1292 Page 284

Sec. 8. v. For Petitioner: 21

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ENTRY FEE PAID

0809-0376

MA Supreme Judicial Court
Archives and Records Pres.
3 Pemberton Square, 16th floor
Boston, MA 02108-1701
elizabeth.bouvier@sjc.state.ma.us

REFERENCE

Tel. 617.557.1082
Fax 617.557.1088

DATE: 12/17/2009

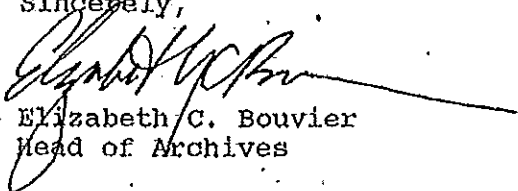
TO WHOM IT MAY CONCERN:

I attest that the attached is a true photocopy of the
original Probate record for THOMAS E. PROCTOR - Last Will & Testament
Docket number 97487, probated 12/27/1894
in the SUFFOLK County Probate and Family Court
Department. As RECORDED IN VOLUME 695 page 17

The original of this record is located in the Judicial
Archives, Massachusetts State Archives, Boston, MA.

For further information or assistance please contact our
office.

Sincerely,


Elizabeth C. Bouvier
Head of Archives

ECB/
probate.frm
3 04

SHIRLEY ROCKEFELLER
REGISTER AND RECORDER
BRADFORD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
200929450

RECORDED ON

Dec 30, 2009

3:02:23 PM

FILE NUMBER

0809-0376

RECORDING FEES - \$110.00
REGISTER OF WILLS

TOTAL PAID \$110.00

CUSTOMER

ADKINS & ASSOCIATES LAND
SERVICES

EXHIBIT F

EXHIBIT F

Thomas E. Proctor Hairs Trust

DECLARATION OF TRUST made and entered into at Boston,
 Massachusetts, as of this 28 day of October, 1980, by
 and between ALVIN S. HOCHBERG, ESQ., of Newtonville, Massachusetts,
 and CHARLES G. RICE, of Hamilton, Massachusetts (hereinafter
 called "Trustees").

1. The Trustees hereby agree, declare and acknowledge that they and their successors in Trust will hold in trust the land and property, including oil and gas and other minerals, whether similar or dissimilar, liquid, solid or gaseous, and the rights and interests therein, in the Commonwealth of Pennsylvania (collectively called "Property") from and after the date on which Grantors (as defined herein) have conveyed their interests in the Property to and such interests are accepted by the Trustees, on the following terms and conditions.

Grantors are defined as such persons or entities, either individually or collectively, who have from time to time been vested with the Property as or through an heir, legatee or devisee of Thomas E. Proctor, late of Boston, Massachusetts, who died on December 7, 1894. The Grantors and their heirs, personal representatives, successors in interest, or their assigns are also either individually or collectively referred to herein as "Beneficiaries".

2. It is understood that the property is now the subject of a lease, dated January 1, 1980, and related agreements between the Grantors and Exxon Corporation. Property conveyed to the Trustees by the Grantors shall be subject to said lease and agreements and

BOOK 106 PAGE 879

the net proceeds received by the Grantors pursuant thereto and the compensation arrangements relating thereto shall be controlled by said lease and agreements and not by the provisions of this Declaration of Trust. The purpose of this Trust shall be to facilitate the handling and managing or other application of the Property for and on behalf of the Beneficiaries and the collection and distribution of proceeds of the Property received by them as Trustees in the event that the Exxon lease and agreements shall terminate, or part or parts of the Property shall be released from such lease and agreements, and it shall be necessary for the Trustees to seek other avenues for the exploitation of the Property or any part thereof; provided, however, the Trustees shall have no powers to operate or to carry on any business, mining, or oil and gas operations in connection with their duties with respect to the Property.

3. The Property together with all proceeds thereof and other assets received by the Trustees at any time or from time to time may be merged, commingled, and handled as a unit; however the Trustees shall at all times determine and keep records indicating the respective proportional beneficial interests of each Beneficiary.

4. This Trust shall be known as the THOMAS E. PROCTOR HEIRS TRUST.

5. The Trustees hereby agree and acknowledge that from and after the conveyance to them by the Grantors of the Trust Property they will hold the same in trust for the Beneficiaries.

6. Any and all proceeds received by the Trustees from any sale, rental, lease or encumbrance of the Trust Property or any portion thereof, after deduction of and provision for all reasonable and necessary expenses including Trustees' compensation, shall be distributed to the Beneficiaries in the respective proportions of their beneficial interests. Each Beneficiary's interest shall be payable to his assigns or to his heirs, legatees, devisees, or personal representatives in the event of his or her death prior to the termination of the Trust and the complete distribution of the Trust Property.

7. In the administration of the Trust, the Trustees shall have the following powers in addition to and not in limitation of those conferred by law or otherwise:

a. To manage and control the Trust Property as they may deem to be for the best interest of the Beneficiaries, as fully as though the Trustees were the sole legal and equitable owner of the Property, including, without limitation, selling, leasing, optioning, exchanging for other property, mortgaging, and otherwise contracting with respect to the Trust Property; collecting and distributing the net proceeds thereof, and executing instruments containing such terms and provisions as they determine to be necessary or desirable in connection with their duties as Trustees; provided, however, the Trustees shall not actively engage in any business or carry on mining, oil or gas operations;

BOOK 166 PAGE 881

- b. To incur expenses which they deem necessary in connection with the administration of the Trust;
- c. To borrow funds, if they deem it necessary, to meet a temporary exigency and to give notes or other security therefor binding the assets of the Trust but not the Beneficiaries personally or their assets;
- d. To compromise or settle any claims, suits or demands, or waive or release any rights related to the Trust Property;
- e. To employ officers, agents, attorneys and servants and to pay the costs thereof as an expense of administering the Trust;
- f. To sue and be sued and prosecute and defend any and all actions affecting the Trust or its Property, provided, however, that the Trustees shall not be obligated to sue or defend unless (i) they deem such suit or defense to be desirable, and (ii) they are requested in writing to do so by a majority in interest of the Beneficiaries who shall indemnify the Trustees with respect to the expenses and costs of each such suit or defense pro rata as each interest bears to the total interests so requesting. If less than all of the Beneficial Interests so request and agree to indemnify them, the interests so requesting and agreeing to indemnify shall first be entitled to recoup 200% of their respective costs and expenses of each suit or defense out

100% of future net sums received by the Trust from any source before the non-requesting interests participate, and the Trustees are hereby empowered to act accordingly.

g. The Trustees are expressly empowered to abandon any part or all of such Property if they, in their uncontrolled discretion deem it desirable to do so, including the authority to refrain from paying taxes of any nature appertaining to any part or all of the Property, if they so determine, even if such failure to pay such taxes may result in tax sale of such Property to others and the extinguishment of all rights of redemption.

h. No license of court shall be required for the validity of any transaction entered into by the Trustees and the Trustees shall have full power and authority to execute all deeds and other instruments necessary or proper to carry such transactions into effect. Every instrument executed by those who, according to the records of the Recorder of Deeds of Sullivan County, Pennsylvania, appear to be the Trustees hereunder, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof this Trust was in full force and effect. Every person dealing with the Trust Property or the Trustees may always rely on a certificate signed by one appearing from the aforesaid records in said Office of the Recorder of Deeds, to be a Trustee here-

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under, as to whether this Trust has been terminated or as to the existence or nonexistence of any fact or facts which may constitute conditions precedent to acts by the Trustees or are in any other manner germane to the affairs of the Trust.

8. The Trustees shall not warrant their title to the Property which the Grantors convey to this Trust. The Trustees shall undertake to exercise only ordinary care in collecting sums due to them as Trustees and in distributing the net proceeds therefrom. The Trustees shall not be liable for any error of judgment or for any loss arising out of any act or failure to act in the execution of this Trust, so long as they act in good faith, nor shall a Trustee be personally liable for any acts or failures to act by the other Trustee or by any officer, agent, servant or employee selected with reasonable care. A Trustee shall not be required to give any bond or surety in his capacity as Trustee and shall not be subject to any obligations of or to the Beneficiaries or the Grantors other than those expressly assumed hereunder. Whenever hereunder the Trustees are obligated to pay money to the Beneficiaries, it is understood that such obligations are undertaken by them in their Trust capacity only and not personally, and that such payments are to be made only out of such funds as the Trustees have in their hands available therefor. The Trustees shall be entitled to indemnity from the Trust Estate for any personal liability incurred by them or either of them in the administration of this Trust.

The Trustees may retain and secure advice from legal counsel or other advisors and shall be protected as to any action taken in good faith and consistent with such advice, it being understood that any such counsel or advisor may or not be a partnership or corporation of which any Trustee shall be a member, director, stockholder, officer or employee. The compensation for such counsel or advisor shall be an expense of administering the Trust. The Trustees shall also be protected in acting on any written document believed by them to be genuine.

9. This Trust may at any time or times be amended or revoked in whole or in part by the Trustees then serving with the written consent of three-fourths in interest of the Beneficiaries then of full age and legally competent. Such amendment or revocation shall be by an instrument in writing signed and acknowledged by the Trustees with the necessary assents noted thereon, provided that a certificate that such amendment or revocation was made shall be filed for record in accordance with Paragraph 16 of this Trust. No exercise of this power shall exhaust it. No person, trustee or corporation dealing with the Trustees shall be bound by any such amendment or revocation of this instrument unless written notice thereof, signed by the Trustees, shall be delivered to such person, trustee or corporation.

Unless revoked as above provided, this Trust shall terminate upon the first to occur of the following events:

- a. The sale or other distribution of all of the Trust Property; or

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b. The expiration of ^{BOOK 106 P. 886} twenty (20) years next following the death of the last survivor of the following descendants of Thomas E. Proctor: Mattina R. Proctor, Mary P. Yntema, Charles Case, Esther Proctor Morris, Geraldine M. Craig, Anne Ayer MacNichol, Ethan Ayer, Ruth Z. Dougher, David Ayer, Hilda Ayer Curtis, Christopher Gilbert Rice and Charles Rice Kendall.

Upon such termination or revocation, the Property then comprising this Trust, after the payment of all expenses, shall be distributed and paid over to the then Beneficiaries in accordance with their beneficial interests.

10. The Trustees shall receive compensation for their services hereunder and reimbursement for expenses as follows:

a. The Trustees shall receive seven and one-half percent (7-1/2%) of the gross income of this Trust on an annual basis for their services.

b. If at any time the Trustees do not have in their possession sums which they reasonably deem to be sufficient for the expenses of the Trust, including, without limitation, Trustees' compensation, taxes and insurance premiums, the Beneficiaries shall pay to the Trustees their proportionate share of such expenses promptly upon notification to them by the Trustees of the nature and amount of such expenses and each Beneficiary's share thereof.

11. A Trustee may resign by giving ten (10) days written notice, delivered personally or by certified mail, to the remaining

Trustee and all of the then living Beneficiaries and filed for record in accordance with Paragraph 16 of this Trust. In the event of a vacancy in the office of Trustee, however created, such vacancy shall be filled within sixty (60) days of the creation of such vacancy by the holders of two-thirds in interest of the then beneficial interests in this Trust who are of full age and competent; provided, however, if the vacancy is not filled within such time the remaining Trustee shall appoint a successor. Until such vacancy is filled the remaining Trustee shall act as sole Trustee. A Beneficiary may be a Trustee. Upon written acceptance of the trusts hereunder, a successor Trustee shall immediately succeed to the powers, obligations and duties of his predecessor without the necessity of any conveyance or further act. A Trustee may be removed by the written action of two-thirds in interest of the then beneficial interests in this Trust.

12. The Trustees shall render an annual account of their administration of the Trust to each Beneficiary of full age and to a guardian or other person having the care of each infant Beneficiary. All accounts rendered by the Trustees in the course of their administration of the Trust shall be deemed accepted if not objected to in writing within thirty (30) days after the submission of any such account.

13. A beneficial interest under this Trust may be assigned in whole or in part by an instrument or instruments in writing, duly acknowledged, and delivered to the Assignee with a copy delivered to the Trustees. Each Assignee shall agree in writing

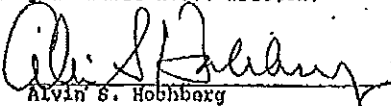
to, and shall be bound and obligated by, the terms of this Trust instrument. The Trustees shall not be obligated to recognize any such Assignment until such time as they shall have received a copy of such Assignment and written agreement of the Assignee in the manner set forth above.


14. References hereunder to "Trustee" and "Trustees" shall mean the trustee or trustees from time to time serving hereunder and the singular or plural shall be deemed to include the singular and plural and the masculine to include the feminine and neuter.

15. This Trust shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. This Trust and other instruments created by the provisions hereof to be filed for record shall be recorded with the Office of the Recorder of Deeds of Sullivan County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


Alvin S. Hobbberg


Charles G. Rice

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

October 28, 1980

Then personally appeared the above named ALVIN S. HOCHBERG
and acknowledged the foregoing to be his free act and deed
before me

Sandra Rickman
Notary Public
My commission expires *11/28/86*



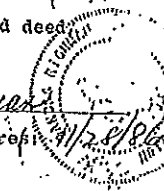
COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

October 28, 1980

Then personally appeared the above named CHARLES G. RICE
and acknowledged the foregoing to be his free act and deed
before me

Sandra Rickman
Notary Public
My commission expires *11/28/86*



RECORDED

NOV 16 1980

Chad [Signature]
REGISTER AND RECORDER

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